



## STANDARD CONSULTANT AGREEMENT

(For Capital Consultant Contracts)  
Terms and Conditions Template  
Rev. A [7/1/2018-06/30/2019]

This agreement (Agreement) is effective once fully executed (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (District), and AECOM TECHNICAL SERVICES, INC. (Consultant), a company incorporated in the State of California, individually the Party or collectively the Parties.

WHEREAS, the District desires certain services hereinafter described and Consultant affirms it has the requisite experience and expertise, and desires to provide such services.

WHEREAS, the District has been approved for funding (Grant) from the State of California (California Water Commission) (State) Water Storage Investment Program (WSIP), Water Quality, Supply, and Infrastructure Improvement Act of 2014, California Water Code section 79750, et. seq., to fund a portion of the costs for the Pacheco Reservoir Expansion Project (Project). The District and the State of California intend to enter into an Early Funding Agreement and a subsequent agreement (together, Funding Agreements) to assist with financing various consultant services including planning, design, preparation of environmental documentation, and permitting support.

WHEREAS, Consultant acknowledges that the Services to be performed by Consultant will be paid for in part by the Grant. Consultant agrees it must comply with, and as indicated in this Agreement, require each of its subconsultants, contractors, and subcontractors employed in the performance of the Services to comply with all applicable statutes, regulations, and the terms of the Funding Agreements.

NOW, THEREFORE, the District and Consultant, for the consideration and upon the terms and conditions specified, agree as follows:

### SECTION ONE

#### SCOPE OF SERVICES

The scope of services (Services) to be performed pursuant to this Agreement is described in the Schedule(s), Scope of Services, attached hereto and incorporated herein by this reference (Schedule(s)). Services described in each Schedule are considered a scope of Services that is separate and apart from the scope of Services described in another Schedule.

### SECTION TWO

#### DUTIES OF CONSULTANT

##### 1. Performance

- A. Each scope of Services described in an attached Schedule(s) must be performed by Consultant, or at its direction, to meet the purposes specified in this Agreement.

References to "Consultant" herein include those performing any portion of the Services at its direction such as subconsultants, vendors, suppliers, subcontractors, and other business entities and individuals. Consultant will collaborate with District staff in engineering, asset management, operations, and maintenance units to be made aware of District operational constraints, procedures, or preferences relevant to Consultant's performance of the Services described in the attached Schedule(s).

- B. Unless the requirements for the Services described in the attached Schedule(s) are specifically modified in writing, Consultant must perform Services and provide all deliverables as required.
- C. Consultant shall not undertake any Services not described in the attached Schedule(s) unless authorized in writing by the District prior to the performance of such Services by issuance of a Task Order or pursuant to an amendment to this Agreement signed by both Parties.

## **2. Consultant Controlled Areas**

Consultant is responsible for the security and safety of the area(s) it controls wherein it is required to perform field operations pursuant to the scope of Services.

## **3. Licensing**

Services performed by Consultant will be undertaken only by persons appropriately licensed, certified, or registered in California, as applicable to the Services described herein, when required by statutes or regulations, as well as pursuant to the relevant standard of care as described in subsection 11, Standard of Care. Examples of such Services include those performed by: California State Licensed Contractors, Professional Engineers and Architects, Inspectors, and Surveyors. Consultant shall make available upon District's request, documentation of qualifications and licensing of personnel performing Services described herein. Consultant must be registered with the California Department of Labor Standards Enforcement if the Services or a portion thereof is determined to be "Public Works" pursuant to California Labor Code section 1720(a)(1).

## **4. District's Approval of Deliverables**

Deliverables prepared by Consultant, notwithstanding acceptance and approval by District, which District determines must subsequently be modified due to errors or omissions, will be corrected at no additional cost to District.

## **5. Errors and Omissions**

The Services may include preparation of deliverables by Consultant which will be implemented in a public works construction project. Consultant is responsible for any direct or actual damages incurred by District which District determines result from Consultant's errors or omissions in Consultant's deliverables, including, but not limited to, any increase in the District's payment(s) due to its construction contractor, which increase is directly

attributable to required revisions to the construction contract documents to the extent caused by Consultant's negligent acts, errors, or omissions.

## **6. District Standardization Requirements**

- A. Consultant shall perform the Services utilizing District nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and AutoCAD software that is compatible with the District Microsoft Office software and AutoCAD software used at the time(s) the District issues a notice-to-proceed pursuant to this Agreement.
- B. Engineering drawings prepared by Consultant must be in compliance with the District's CADD and drafting standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different CADD software and versions must be converted to be compatible with the District's CADD software at no additional cost to the District. Prior to acceptance, the District reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawing) and that the standards are retained during the conversion process used by Consultant.

## **7. Consultant's Key Staff and Subconsultants**

- A. Consultant's key staff and subconsultants assigned to perform the Services are identified in Attachment Three to the Scope of Services, Consultant's Key Staff and Subconsultants.
- B. The Project team organization chart and delegated responsibilities of each team member will be submitted to the District for concurrence.
- C. Consultant may utilize subconsultants, subcontractors, suppliers, or vendors it deems appropriate to the complexity and nature of the required Services.
  - 1) Consultant must obtain the District's approval of all subconsultants. Upon the District's request, Consultant must provide copies of all subconsultant agreements.
  - 2) Consultant must require its delegates or subconsultants to agree, in writing, to adhere to terms and conditions of this Agreement.
- D. Any delegation or use of subconsultants by Consultant will not operate to relieve Consultant of its responsibilities as described in this Agreement.
- E. If any of Consultant's designated key staff persons or subconsultants fail to perform to the satisfaction of the District, on written notice from the District, Consultant will have fifteen (15) calendar days to remove that person from the Project and provide a replacement acceptable to the District.

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F. Consultant will not charge the District for the time it takes Consultant's replacement personnel to obtain the District-specific Project knowledge in the possession of the person(s) being replaced.

G. Consultant's Key Staff

The District Project Manager may approve any revisions to Consultant's list of key staff assigned to the Project as an administrative modification to this Agreement, and such approval will be confirmed in writing.

H. Consultant's Subconsultants

- 1) The District Project Manager may approve any revisions to Consultant's list of authorized subconsultants when the subconsultant is deleted from the list and the scope of services is deleted from the Agreement or such services are assumed by Consultant; such approval will be confirmed in writing.
- 2) The District's authorized representative may approve any revisions to Consultant's list of authorized subconsultants when a listed subconsultant is replaced (to perform the same scope) or a new subconsultant is added (to perform new scope), provided the firm complies with all insurance requirements established by the District for such work; such approval will be confirmed in writing.

**8. Compliance with All Laws**

- A. Consultant's performance must be in compliance with the most current versions of any and all laws relevant to the Services it performs pursuant to this Agreement, including, but not limited to adherence to: all applicable governmental laws, statutes, ordinances, rules, codes, regulations, orders, and other requirements; governmental requirements applicable to State and Federal compliance with the Professional Land Surveyors Act; state and federal Endangered Species Act; state and federal water quality laws; and all other state and federal laws or regulations regarding environmental protection and compliance, health, safety, wages, hours, equal employment opportunity, nondiscrimination, working conditions, and transportation. In the event that the District's assistance is necessary to achieve such compliance, Consultant shall promptly notify the District.
- B. Consultant shall provide, at District's request, documentation demonstrating Consultant's compliance with all laws as described herein. After reasonable notice and according to reasonable conditions, the District has the right to inspect and copy any records of Consultant regarding such compliance.
- C. Consultant represents and warrants that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal government department or agency.

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## **9. Occupational Safety and Health**

- A. Consultant will perform the Services in compliance with the most current versions of all laws, standards, rules, and regulations of the Occupational Safety and Health Act, and all state and federal laws and regulations relating to safety and health standards. Consultant shall perform the Services in compliance with, will furnish only supplies, articles, and equipment that comply with such laws, standards, and regulations.
- B. Consultant shall immediately notify the District in the event of any personal injury accident or occurrence occurring during the performance of the Services. Upon the District's request, Consultant shall provide the District with documentation fully describing the accident and injury and the actions implemented to prevent similar occurrences.

## **10. Consultant as Independent Contractor**

Consultant will perform all Services as an independent contractor and not an agent or employee of District. Consultant represents and warrants that it and its contractors who are performing any of the Services as subconsultants will perform such Services as an independent contractor, and neither Consultant nor subconsultants nor their employees are the servants, agents or employees of the District. Except as expressly provided in this Agreement, the District exercises no direction, supervision or control over Consultant, its employees, agents, or subconsultants.

## **11. Standard of Care**

- A. Consultant must possess and maintain during the term of this Agreement, all certifications, licenses, permits, and qualifications to perform the Services and prepare all deliverables. Consultant must perform all Services and prepare all deliverables in accordance with those standards and practices of care, skill, and diligence that are generally recognized and customarily observed by competent persons in Consultant's area of specialty in the State of California at the time such Services are rendered.
- B. Consultant shall perform the Services and prepare all deliverables without any errors or omissions, and in accordance with Section Two, Duties of Consultant, subsection 8. Compliance with All Laws.
- C. Consultant and its subconsultants must perform the Services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations, and ordinances, including, but not limited to, environmental, energy conservation, and disabled access requirements as per the provisions of Section Two, Duties of Consultant, subsection 8. Compliance with All Laws.

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## **SECTION THREE**

### **DUTIES OF DISTRICT**

#### **1. Available Data**

The District will make available to Consultant all data and information in its possession and control and which it deems necessary to the preparation of the deliverables specified in the Schedule(s). The District will actively aid and assist Consultant in obtaining such information from other agencies and individuals as it deems necessary. The District is not responsible to provide the data and information that it does not possess.

#### **2. Review of Deliverables**

- A. The District will designate a Project Manager (District Project Manager) for purposes of administering and managing this Agreement.
- B. Consultant's progress in completing the Services will be reviewed by the District Project Manager at each milestone identified in the Schedule(s) and at such other time(s) at the discretion of the District.
- C. Consultant must notify the District in writing when it completes each deliverable described in the Schedule(s) and provide the District with such deliverable. Deliverables deemed satisfactory and in compliance with this Agreement are subject to approval by District. Within thirty (30) calendar days of receipt of each deliverable, the District will either (1) notify Consultant that the District accepts the deliverable, or (2) notify Consultant that the deliverable is not acceptable and must be revised.
- D. If the District advises Consultant that a deliverable must be revised due to errors or omissions by Consultant, Consultant must correct, at no cost to the District, those deficiencies as soon as possible and shall notify the District upon completion of the revised deliverable and submit to the District.
- E. The District will then review the revised deliverable and within thirty (30) calendar days of receipt, advise Consultant if the revised deliverable is acceptable. All deficient deliverables will be revised at no cost to the District and this process will continue until Consultant has corrected all deficiencies identified by the District.
- F. None of the proposed changes or revisions or anything else in this Agreement will be construed to relieve Consultant of professional or legal responsibility for the performance of the Services as otherwise required by the terms and conditions of this Agreement. Corrections to any deliverable as a result of Consultant's errors or omissions, as determined by the District, will not result in additional costs or expenses to the District.

#### **3. Access to District Facilities**

The District will facilitate access to District facilities as required for Consultant to perform the Services.

## **SECTION FOUR**

### **FEES AND PAYMENTS**

#### **1. Total Fixed Not-to-Exceed Fees**

- A. Payment for all Services performed by Consultant to the satisfaction of the District, as described in the Schedule(s) will be based on the Total Fixed Not-to-Exceed (NTE) Fees stated in Attachment One to the Schedule(s), Fees and Payments, for completion of the associated tasks. The District will make payments to Consultant according to the terms provided for herein and in Attachment One to the Schedule(s), Fees and Payments. Payments made by the District to Consultant for Services rendered will be considered full compensation for all personnel, materials, supplies, subconsultant(s) if any, equipment, reimbursable travel and per diem expenses incurred by Consultant to perform the Services.
- B. Upon the written approval of the District Deputy Operating Officer referenced herein, unused fees from a completed or cancelled task may be re-allocated to a task that has not yet been completed, provided the Agreement Total Not-to-Exceed Fees is not exceeded. Transferring fees from a task not yet completed to a different task is not permitted.
- C. Upon the written approval of the District Deputy Operating Officer referenced herein, the scope of services described in a task may be reduced or eliminated. If the scope of services of a task is reduced or eliminated, the portion of the fees attributable to that reduced or eliminated task may be allocated to revised existing tasks, or transferred to a Supplemental Services task, if provided for herein.
- D. Any reduction or elimination of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to the District.
- E. Services to be performed pursuant to the Supplemental Services task, if provided for herein, will commence only after issuance of a fully executed Task Order.
- F. Automobile travel mileage expenses will be paid at the current IRS rate. District will not reimburse Consultant and its subconsultants for mileage and travel time to and from District Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. District will reimburse Consultant and its subconsultants for mileage incurred from District Headquarters or Consultant's and subconsultants' firm address, whichever is closer to the destination, to Project site(s) and, if directed or authorized by the District, to meeting locations with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

#### **2. Consultant Monthly Invoices**

- A. Consultant's monthly invoices will be prepared in accordance with the terms of this Agreement, Section Four, Fees and Payments, and represent Services performed and

reimbursable costs incurred during the identified billing period; will be consistent with scope of Services described in the Schedule(s) attached hereto; and include the following:

- 1) Employee classification and name itemized with all labor charges by Service task;
  - 2) Summary of the amount Consultant has been billed by their subconsultants and further detailed by Service task;
  - 3) Other direct charges and expenses by Service task;
  - 4) Other direct charges and expenses must reflect actual fees versus the Agreement not-to-exceed fees as stated in Attachment One to Schedule(s), Fees and Payments; and
  - 5) To the extent that Consultant is adding an administrative, processing, overhead or mark-up fee, the District will not pay for such duplication of costs for both Consultant and its subconsultants.
- B. Before submitting monthly invoices, a progress report and draft invoice (in Adobe PDF format) will be provided by Consultant for preliminary review by the District Project Manager. Upon preliminary approval by the District, Consultant will mail the complete signed and dated hardcopy invoice, including all supporting documentation. District's preliminary review of the draft invoice does not represent final approval of the hardcopy invoice, but is intended to reduce potential for re-submittals of hardcopy invoice by Consultant.
- C. Each monthly invoice must include a monthly progress report that documents whether or not the Services are on schedule to be completed in accordance with the Project schedule in Attachment Three to the Schedule(s), Schedule of Completion, which applies to the specific scope of Services, and within the Agreement NTE Fees in accordance with Attachment One to the Schedule(s), Fees and Payments. The progress report shall document the Services completed; document the execution of the tasks described in this Services; and enable the District to evaluate Consultant's progress and performance towards completion of the Services.
- 1) The monthly progress report shall include:
    - a. An assessment of actual versus planned progress in completing the Services, including a description of the tasks and deliverables completed to date;
    - b. A look ahead schedule listing deliverables and activities planned for the next two months;
    - c. A statement that progress towards completion of the Services is on schedule and will be completed within the timeline set forth in the Schedule of Completion; or, if completion of the Services is not on schedule, then a statement of the anticipated length of the delay, the cause of the delay, measures proposed or taken to

prevent or minimize the delay, and the schedule for implementation of such measures;

- d. A summary of performed tasks to date, an updated Project work plan including estimate of work required to complete this Agreement, explanation of any major variances in percentage of services to be completed compared to percentage of this Agreement NTE fees remaining, and any anticipated changes to this Agreement that may be necessary to complete the Services;
  - e. For any proposed change to the scope of Services, provide a summary of the proposed changes, including supporting rationale for such change;
  - f. For each task, the percentage of the fees incurred for the task compared to dollar amount allocated to the task, the percentage of services performed versus the percentage of Agreement NTE fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;
  - g. A statement that all tasks, as specified in this Agreement, shall be completed within the NTE amount of the Agreement;
  - h. Level of Small Business Enterprise (SBE) participation, if applicable, documenting the level of SBE participation throughout the Project; and
  - i. Any changes in Consultant's key staff or subconsultants.
- D. Invoices will include a summary of labor expenditures, direct costs, and billed subconsultant charges. Invoices, transmitted separately from the monthly progress reports, will be organized such that the billing categories correspond with the Services tasks.
- E. Consultant shall send all invoices to:
- Santa Clara Valley Water District  
Attention: Accounts Payable  
P.O. Box 20670  
San Jose, CA 95160-0670
- F. In addition to ensuring that each invoice is accompanied with a monthly progress report, Consultant must also ensure that each invoice contains the following information:
- 1) Agreement Number;
  - 2) Full Legal Name of Consultant/Firm;
  - 3) Payment Remit-to Address;
  - 4) Invoice Number;

- 5) Invoice Date (the date invoice is mailed); and
- 6) Beginning and end date for billing period that services were provided.
- G. Consultant shall invoice for its performance of the Services on a monthly basis consistent with the task fee breakdown stated in Attachment One to the Schedule(s), Fees and Payments, to the Schedule(s), which applies to the specific scope of Services.
- H. District Project Manager will review Consultant's written invoice within five District business days of receipt, address any questions with Consultant's Contact/ Principal Officer and approve the undisputed amount of the invoice within 10 working days of receipt of the invoice. District will pay undisputed invoice amounts within 30 calendar days from date invoice is received by District Project Manager.
- I. Consultant's services will be performed by its staff members and subconsultants' staff members at the lowest hourly and unit rates commensurate with the complexity of the required Services.

### **3. Prevailing Wages**

- A. A portion of the Services to be performed pursuant to this Agreement may be considered "Public Works" subject to California Labor Code Section §1771, et. seq. and the applicable implementing regulations.
- B. Labor Code Section §1720 includes "Inspection and Land Surveying" in its definition of "Public Works." If Consultant's Services includes such work, Consultant and its subconsultants must comply with all Labor Codes applicable to prevailing wages.
- C. Consultant and its subconsultants shall not engage in the performance of public work, as defined in California Labor Code Section 1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code Section 1725.5.
- D. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
- E. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, Consultant and subconsultants must furnish the records specified in Labor Code §1776 directly to the Labor Commissioner, in a format prescribed by the Labor Commissioner.
- F. All records or documents required to be kept to verify statutory compliance with the prevailing wage requirement such as certified payroll records must be made available for audit at no cost to the District, at any time during regular business hours, upon written request by the District.

- G. California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements: Prior to the District executing a Task Order for Services involving public works, as defined herein, Consultant, and its subconsultant(s) performing public works, must provide evidence, in the form required by the District, that Consultant and its subconsultant(s) are in compliance with the California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements.

#### **4. Retention**

Unless otherwise specified in Attachment One to the Schedule(s), Fees and Payments, when the total compensation payable pursuant to this Agreement exceeds \$20,000, ten percent of each invoice will be withheld by the District and not paid to Consultant until 30 calendar days after the assigned District representative signs the final approval for all Services/deliverables as stated in the applicable Schedule, Attachment Two to the Schedule(s), Schedule of Completion, and Section Three, Duties of District, subsection 2, Review of Deliverables. of this Agreement. Provided that at any time after 50 percent of the work has been completed, the District may, at its sole discretion, determine that satisfactory progress is being made in the completion of the Agreement, and prospectively make the remaining progress payments in full. The retention previously withheld on the first 50 percent of the work will continue to be withheld until final contract close out.

### **SECTION FIVE**

#### **SCHEDULE OF COMPLETION**

##### **1. Performance of Tasks**

Consultant will commence performing the tasks described in the scope of Services of the attached Schedule(s) to this Agreement upon receipt of the Notice-to-Proceed (NTP) issued by the District.

##### **2. Project Schedule Table**

Consultant will perform and complete the services described in the scope of Service in accordance with the Project Schedule table (Project Schedule) as stated in Attachment Two to the Schedule(s), Schedule of Completion. Consultant will coordinate services with the District to provide the timeline of all tasks and sub-tasks including the site visits, document review, meetings, and deliverables.

##### **3. Monitoring of Project Schedule**

The approved Project Schedule will be monitored monthly. Changes to the schedule for performance of tasks and deliverables are subject to advance written approval by the District.

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#### **4. Project Delays**

Consultant will make all reasonable efforts to comply with the Project Schedule as stated in the Attachment Two to the Schedule(s), Schedule of Completion. In the event the Project Schedule will be delayed, Consultant will notify the District Project Manager as soon as possible, providing the reason why, the length of the delay, and a description of the actions being taken to address the delay. In the event Consultant is delayed in performance of its services by circumstances beyond its control, District may in its discretion grant a reasonable adjustment in the Project Schedule.

#### **5. Changes to the Project Schedule**

District Project Manager and Consultant may agree to modify the Project Schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modifications in writing.

### **SECTION SIX**

#### **AGREEMENT MODIFICATIONS**

The Parties may agree to modify the terms and conditions of this Agreement by executing a written amendment hereto.

### **SECTION SEVEN**

#### **TERM AND TERMINATION**

##### **1. Term & Automatic Termination**

This Agreement encompasses all Services that Consultant is responsible to perform within the time limits and Not-to-Exceed Fees set forth herein. Consultant will not undertake to provide Services where it reasonably appears that the Services cannot be provided and expenses cannot be incurred within said total compensation limit and the applicable Not-to-Exceed Fees of any Task Order.

##### **2. District Rights**

- A. **Suspension:** District may, by written notice to Consultant, suspend any or all Services pursuant to this Agreement or to any individual Task Order. District may subsequently terminate this Agreement or any Task Order for convenience, or determine to proceed. If a decision to proceed is not made within 90 days from the date of the notice of suspension, any decision to proceed must be conditioned upon execution of a new Notice-To-Proceed or Task Order.
- B. **Termination for Convenience:** District may, by written notice to Consultant, terminate all or part of this Agreement or any Task Order at any time for District's convenience. Upon receipt of such notice, Consultant will immediately cease all work as specified in the notice. If this Agreement or any Task Order is so terminated, Consultant will be

compensated as set forth in subsection 3. Consultant's Compensation upon Termination or Suspension.

- C. Termination for Breach: If Consultant violates any of the covenants, agreements or stipulations of this Agreement or a Task Order, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement or any Task Order, and does not cure such failure or violation within 30 days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from District specifying such failure or violation, District will thereupon have the right to terminate this Agreement and any or all uncompleted Task Orders by giving written notice to Consultant of such termination. Such notice will specify the effective date thereof, and Consultant will not be entitled to compensation for services or expenses beyond the specified termination date.
- D. If, after notice of termination for breach of this Agreement or any Task Order, it is determined that Consultant did not breach the Agreement or Task Order, the termination will be deemed to have been effected for District's convenience, and Consultant will receive payment that is allowed by this Agreement for a termination for convenience.
- E. The rights and remedies provided herein to District are in addition to any other rights and remedies provided by law, this Agreement, or a Task Order.

**F. State Budget Contingency**

If the State's funding of its Funding Agreement(s) with District, during any fiscal year after the current year covered by such Agreement(s) is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel its Funding Agreement(s) with District with no liability occurring to the State, or offer a Funding Agreement(s) amendment to the District to reflect the reduced amount. In the event of such occurrence, District may take all necessary action with regard to this Agreement including suspension and/or termination for convenience.

**2. Consultant's Compensation upon Termination or Suspension**

In the event of termination of this Agreement or any Task Order, or suspension of Services by District, Consultant shall receive compensation based on satisfactory performance, accepted by the District, as follows:

- A. Direct Labor: Consultant shall be entitled to receive compensation for all authorized direct labor performed prior to termination pursuant to the provisions of this Agreement or Task Order and all authorized labor expenses incurred to demobilize from the Project after the date of termination;
- B. Other Direct Costs and Expenses: Consultant shall be entitled to receive compensation for all authorized other direct costs and expenses incurred prior to termination and all authorized expenses incurred to demobilize from the Project after the date of termination; and

- C. In no event shall the total compensation paid for any item of Service exceed the payment specified in the Agreement or applicable Task Order for that item of Service.

### **3. Survival**

The terms and conditions of this Agreement, that by their context and a standard of reasonableness, are intended to survive termination, suspension, completion, and expiration of this Agreement, shall survive, including but not limited to, the following Sections and subsections: Independent Contractor Status, Confidentiality, Indemnification, Insurance Requirements, and Dispute Resolution as well as any Consultant representations and warranties.

## **SECTION EIGHT**

### **INDEMNIFICATION**

1. Notwithstanding any other provision of this Agreement, Consultant agrees to indemnify, defend and hold harmless the District, its agents, officers, directors, and employees from and against any and all demands, claims, damages, losses and reasonable expenses, including but not limited to liabilities, obligations, claims, costs, reasonable expenses (including without limitation interest, penalties and reasonable attorney's fees), fines, taxes, levies, imposts, assessment, demands, damages or judgments of any kind or nature, whether in law or equity (including without limitation, death or injury to any person, property damage, administrative and judicial orders and consents, or any other loss) to the extent they arise out of, pertain to, or relate to Consultant's negligence, recklessness, or willful misconduct. The foregoing does not limit any strict liability imposed onto Consultant by law. The rights, duties, and obligations of the Parties as set forth above in this Section Eight, Indemnification, survive termination, expiration, completion, and suspension of this Agreement.
2. Notwithstanding any other provision in this Agreement, District agrees that any indemnity, defense, and hold harmless obligation flowed-down to Consultant from the Funding Agreements shall be limited to the extent of Consultant's negligence, recklessness, or willful misconduct.

## **SECTION NINE**

### **INSURANCE REQUIREMENTS**

Insurance requirements applicable to this Agreement are set forth in Appendix Four to the Standard Consultant Agreement, Insurance Requirements. Consultant must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, all insurance coverages as detailed in Appendix Four, Insurance Requirements to the Standard Consultant Agreement, and comply with all provisions stated therein.

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## **SECTION TEN**

### **OWNERSHIP AND REUSE OF DELIVERABLES**

#### **1. District Ownership**

All deliverables and other materials prepared by Consultant, including computer programs and media developed by Consultant, to perform the Services, during the term of this Agreement, will be and remain the property of the District following payment in full to Consultant for each task or portion of a completed task, or in accordance with Section Seven, Term and Termination. In the event the work is not completed, the completed portions thereof will become the property of the District. Consultant will provide the District with such deliverables and material at appropriate times during this Agreement. Consultant may retain a copy for its records. Consultant does not convey, assign, or transfer the intellectual property rights it has so as to limit its ability or right to develop, design, or provide services on other projects of or for its other clients.

#### **2. Re-Use of Instruments of Service**

If the District desires to re-use the completed plans, specifications, or other deliverables, in total or in part, on project sites associated with this Agreement, or any other site, or to complete any incomplete portion of construction documentation which the District has already paid Consultant, the District will release Consultant from any liability incurred by the District from re-using said deliverables.

#### **3. Copies of Data**

Copies of data exchanged by, through, and between the District and Consultant that may be relied upon are limited to the printed copies. Computer-generated files, disks, or tapes of text, data or graphics that are furnished, are only for the mutual convenience of the Parties.

#### **4. Computer-Generated Material**

Any risk of translation or reliance on information obtained or derived from the computer-generated material will be at the user's sole risk, and no representations are made, either express or implied, as to the long-term performance of data thus transferred.

#### **5. Work for Hire**

Any and all original correspondence, memoranda, reports, designs, plans, specifications, data compilations, computer programs, or drawings delivered to the District by Consultant according to the terms of this Agreement, in or by any medium is deemed to be "work for hire" according to the copyright laws of the United States and the copyright will belong to the District.

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## **6. Copyright Claims**

Co-venturers, subcontractors, subconsultants, suppliers, and vendors to Consultant likewise are bound by these copyright terms. The District makes no copyright claim and requires no release for copyrighted material or trademarked names used incidentally by Consultant.

## **SECTION ELEVEN**

### **EQUAL OPPORTUNITY**

#### **1. Equal Opportunity Employer**

- A. The Santa Clara Valley Water District is an equal opportunity employer and requires its consultants to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, Consultant will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subconsultant, contractor, subcontractor, employee, or applicant for employment, in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.
- B. Pursuant to the requirements of the Funding Agreements the District intends to enter into with the State, Consultant must comply with the following nondiscrimination requirements and must include these provisions in all subconsultant, contractor, and subcontractor agreements with firms performing services for the Project:
- 1) During the term of this Agreement, Consultant and its subconsultants, contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Consultant and its subconsultants, contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
  - 2) Consultant and its subconsultants, contractors, and subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code,

§12990.) and the applicable regulations promulgated there under (Cal. Code Regs., title 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- 3) Consultant and its subconsultants, contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

## **2. Compliance with Applicable Equal Opportunity Laws**

Consultant's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the American's with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections 503 and 504); the Age Discrimination Act of 1975 (42 U.S.C. sec. 6101 et seq.); the California Fair Employment and Housing Act (Government Code Section 12900 et. seq.); and California Labor Code Sections 1101 and 1102.

## **3. Investigation of Claims**

Consultant must designate a specific position within its organization to be responsible for assuring nondiscrimination and non-harassment as provided in this Agreement. Consultant must investigate all complaints directed to it by District. District will refer complaints in writing and Consultant will advise District in writing when such investigations are concluded. The scope of such investigations must include all appropriate officers, employees, and agents of Consultant, as well as all subcontractors, subconsultants, and material suppliers of Consultant. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Consultant must take prompt, effective disciplinary action against the offender.

# **SECTION TWELVE**

## **MISCELLANEOUS PROVISIONS**

### **1. Entire Agreement**

This Agreement, which includes the terms and conditions, Appendices, the Schedule(s), Attachments to the Schedule(s), and all Task Orders executed the attached Appendices, represents the entire understanding between the Parties hereto relating to the Services described in this Agreement and supersedes any and all prior proposals or agreements, whether written or oral, that may exist between the Parties. This Agreement may not be modified or amended except in writing as stated herein. To the extent that any Schedule conflicts with this Agreement, this Agreement shall control.

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## **2. Formation of Agreement**

- A. No agreement between the Parties is formed until all applicable actions have been completed to the satisfaction of District. The District Project Manager will not issue a Notice-to-Proceed until all required documents have been submitted and accepted by the District.
- B. Formation of this Agreement between the Parties requires accomplishment of the following, as applicable:
  - 1) Execution of the Agreement by Consultant;
  - 2) Submission by Consultant, and acceptance by the District, of evidence of all required insurance coverages and documents;
  - 3) Submission by Consultant, and acceptance by the District, of evidence of all required Form 700 documents, if applicable;
  - 4) Submission by Consultant, and acceptance by the District, of all required Non-Disclosure Agreements (NDA) documents as provided in Attachment Four to the Schedule(s), Reference Materials, if applicable;
  - 5) Submission by Consultant, and acceptance by the District, of a Health and Safety Plan, if applicable;
  - 6) Any other requirements that are deemed necessary by the District; and
  - 7) Execution of the Agreement by the District.

## **3. No Assignment**

- A. The expertise and experience of Consultant are material considerations for District's award and execution of this Agreement. Consultant will not assign or transfer any interest in this Agreement nor the performance of any of Consultant obligations hereunder, without prior written consent of District in the form of an amendment executed by the Parties, and any attempt to so assign this Agreement, or any rights, duties or obligations arising hereunder, will be void and of no effect. Any assignment of monies due or to become due in accordance with this Agreement, will be to the extent permitted by law, and will be subject to all proper set-offs, deductions, and withholdings in favor of the District.
- B. In no event, shall an assignment of any interest in this Agreement release Consultant from its duties and responsibilities as described in this Agreement nor shall Consultant be released from liability created by the provision of Services as described in this Agreement until such assignment takes effect. Any attempted or purported assignment without the District's written consent in the form of an amendment executed by the Parties is null and void.

#### **4. Reasonableness**

Discretionary actions or approvals to be performed by the Parties will be exercised in a reasonable manner.

#### **5. Gifts**

Consultant hereby acknowledges that District policy prohibits the acceptance by District personnel of gifts of any kind from its contractors, consultants, suppliers or vendors. Consultant shall honor this policy by not sending or bringing gifts to the District.

#### **6. Audits**

- A. Consultant agrees that the District, the State, and their agent(s), have the right to conduct an audit and review, obtain, and copy all records pertaining to performance of this Agreement. Consultant agrees to provide the District, the State, and their agent(s) with any relevant information requested and will permit the District, the State, and their agent(s), access to their premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting or copying books, records, accounts, computerized records, and other materials that may be relevant to the matter under investigation or subject to audit such as by a government agency providing the District with Grant funds to pay for Consultant's services, for the purpose of determining compliance with this Agreement.
- B. Consultant and its subconsultants, contractors, and subcontractors must maintain such records for a period of three years after final payment as provided for in this Agreement or three years after final disbursement of Grant funding to District pursuant to the Funding Agreements, whichever is later. Grant funding is expected to include all phases, including Project construction.

#### **7. Force Majeure**

Neither Party will be held responsible for delays caused by acts beyond its control, such as acts of God or public enemies, utility or communication delays, or failures not caused by such Party's negligence or fault, accidents not caused by such Party's negligence or fault, labor disputes, war, or failure of the other Party to provide data that it is required to provide pursuant to this Agreement.

#### **8. Binding Effect**

This Agreement is binding on the heirs, executors, administrators, successors and assigns of the Parties.

#### **9. Choice of Law and Venue**

The Parties agree that this Agreement is to be governed, construed and enforced in accordance with the laws of the State of California. The Parties also agree that the venue of any litigation arising out of or connected with this Agreement will lie exclusively in the state

trial court or Federal District Court located in Santa Clara County in the State of California, and the Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

## **10. Confidentiality**

- A. Due to the nature of the services Consultant will provide pursuant to this Agreement, there may be disclosures made to Consultant of detailed information about the District's operations, including on a need-to-know basis information which may be protected from public disclosure by confidentiality laws, the attorney-client privilege, and/or other provisions of law which govern the nature and timing of disclosure of public information.
- B. Consultant understands and acknowledges that District staff members providing information to Consultant do so with the understanding that such information will be handled appropriately.
- C. In the event Consultant receives such restricted or confidential information, Consultant will limit access to the information to only those of Consultant's employees, its subcontractors and its subconsultants authorized by the District to have the information.
- D. Consultant will notify the District immediately of any request by any third party to have access to confidential information, and will not disclose the requested information without first receiving express written authorization from the District.
- E. The requirements stated herein will survive completion, expiration, suspension, and termination of this Agreement.

## **11. Release of Information Prohibited**

Consultant is not permitted to provide any information concerning the Project to the media nor anyone other than authorized District personnel. Consultant will not release any information pertinent to the Project for publication, public disclosure, or in any other manner without first obtaining clearance and a release in writing from the District. Any media inquiry at any time to Consultant relating to any matter concerning Services provided or requested to be provided pursuant to this Agreement will be referred immediately to the District. Consultant will not communicate with the media regarding any such matter.

## **12. Conflict of Interest**

- A. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed pursuant to this Agreement.
- B. Consultant represents that Consultant's performance required as stated in this Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party. Consultant will not bring to the District, or use in the performance of Consultant's duties as described in this Agreement, any materials or documents of another party considered confidential or proprietary

unless Consultant has obtained written authorization from such party, and the informed consent of the District, for the possession and use of such materials.

- C. Consultant represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not act as a Consultant or expert for any party in support of any potential or active claim or legal action against the District by such party.
- D. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon District's or State's request, Consultant employees, officers, agents, subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as follows:
  - 1) Consultant employees, officers, agents, subconsultants, contractors, and subcontractors assigned to perform services pursuant to this Agreement, shall file in a manner prescribed by the District, an Assuming Office Statement. The Assuming Office Statement shall be filed:
    - a. Within thirty (30) calendar days of the effective date of this Agreement; and
    - b. Within thirty (30) calendar days of Consultant hiring, adding or promoting to a designated filer position employees, officers, agents, subconsultants, contractors, and subcontractors to perform services pursuant to this Agreement.
  - 2) Consultant employees, officers, agents, subconsultants, contractors, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file in a manner prescribed by the District, an amendment to their Form 700 any time there is a change to their disclosure information.
  - 3) Consultant employees, officers, agents, subconsultants, contractors, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file an Annual Statement in a manner prescribed by the District, during the District's annual filing season as determined by the District.
  - 4) Consultant employees, officers, agents, subconsultants, contractors, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file in a manner prescribed by the District, a Leaving Office Statement with the District when one of the following occurs:
    - a. Upon termination of this Agreement; and
    - b. Within thirty (30) calendar days of Consultant employees, officers, agents, subconsultants, contractors, and subcontractors vacating a designated filing position (i.e., removed from the Project, promotion, demotion, transfer to non-designated position, end of employment, or as a result of changes in designated filer positions in the District's Conflict of Interest Code).

- 5) Consultant understands and agrees that its employees, officers, agents, subconsultants, contractors, and subcontractors may be disqualified from providing services to the District pursuant to the California Political Reform Act, Gov. Code Sections 81000 et. seq. and Government Code Section 1090. If any of Consultant's employees, officers, agents, subconsultants, contractors, and subcontractors are disqualified from providing services, on written notice from District Project Manager, Consultant will have fifteen (15) calendar days to remove that employee(s), officer(s), agent(s), subconsultant(s)', contractor(s)', and subcontractor(s)' employee(s) from the Project and provide a replacement acceptable to the District.
- 6) Further, the failure of Consultant's employees, officers, agents, subconsultants, contractors, and subcontractors to file an Assuming Office, Annual, Amended, or Leaving Office Statement within the time prescribed by the District is deemed a material breach and may result in termination of the Agreement for cause.

### **13. Task Orders**

- A. Some tasks and Services will be assigned to Consultant through issuance of Task Orders: After the tasks and Services are identified and communicated to Consultant by the District Project Manager, Consultant will prepare a proposed Task Order (See Appendix Three to the Standard Consultant Agreement—Task Order Template). The proposed Task must identify the following:
  - 1) Description of the services, including deliverables;
  - 2) The total Not-to-Exceed Fees for Consultant to complete the services, including estimated number of hours per assigned staff to complete the services;
  - 3) Proposed staff that will be assigned to complete the services, including resumes if not previously provided to the District's Project Manager;
  - 4) Estimated cost of each other direct cost and reimbursable expense, including any applicable fees;
  - 5) Schedule for completing the services; and
  - 6) Copies of applicable state and federal permits required to complete the services, unless previously provided to the District.
- B. Consultant agrees that the Not-to-Exceed Fees specified in a proposed Task Order will be the product of a good faith effort in exercising its professional judgment. After an agreement has been reached on the negotiable items, the finalized Task Order will be signed by both the District's authorized representative referenced in Appendix One to the Standard Consultant Agreement, Additional Legal Terms (Appendix One) and Consultant's authorized representative.
- C. Consultant must not commence performance of work or services on a Task Order until it has been approved by the District's authorized representative and notice to proceed has

been issued by the District Project Manager. No payment will be made for any services performed prior to approval or after the period of performance of the Task Order. The period of performance for Task Orders will be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement. The total amount payable by the District for an individual Task Order will not exceed the amount agreed to in the Task Order.

- D. Prevailing Wage Requirements. The Scope of Services may be considered by the District to be "Public Works" requiring the payment of prevailing wages. See the Standard Consultant Agreement Section Four, Fees and Payments, subsection 3. Prevailing Wages, and Appendix Three, Task Order Template.

#### **14. Good Neighbor**

The District always strives to be a good neighbor to the community adjacent to its facilities. Consultant will ensure that disturbance to neighbors is minimized. Consultant, its staff, and subconsultants will always interact with the members of the public in a polite and professional manner.

#### **15. Governmental Permits and Notifications**

Unless otherwise expressly stated herein or in an executed Task Order, Consultant represents and warrants that it has investigated the need for, and has or will procure, at its cost, and in its own name to the extent allowed by law, all governmental permits, notifications, approvals and inspections required for the performance of the Services. Consultant shall promptly notify the District if any such permit or approval lapses, or is modified or revoked. If, pursuant to applicable law, any such permits or approvals must be procured in the District's name, Consultant shall promptly so inform the District and shall assist the District in obtaining such permits or approvals.

#### **16. Taxes and Benefits**

Consultant has full and exclusive liability for the payment of, and Consultant will pay, any and all taxes and contributions for unemployment insurance, retirement benefits, workers' compensation insurance or benefits, life insurance, pensions, annuities and similar benefits and any other employment-related costs, obligations, and duties that may now or hereafter be imposed by law, collective bargaining agreements or otherwise with respect to persons employed by Consultant for the performance of Services pursuant to this Agreement.

#### **17. Nonwaiver of Rights**

The failure of either Party to this Agreement to object to or to take affirmative action with respect to any conduct of the other Party that is in violation of the terms of this Agreement will not be construed as a waiver thereof, or as waiver of any future breach or subsequent wrongful conduct.

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## **18. Notices**

Unless otherwise specified in this Agreement, all requests for written approval or legal notices must be sent to the representatives below. All notices will be deemed to have been given when made in writing and when delivered or mailed to the representatives of the District and Consultant at their respective addresses as follows:

### **DISTRICT:**

Deputy Operating Officer, as listed in Section 1. Representatives, of the attached Schedule(s), Scope of Services

### **CONSULTANT:**

Consultant Principal Officer, as listed in Section 1. Representatives, of the attached Schedule(s), Scope of Services

## **19. Appendices**

The following listed Appendices are incorporated herein by this reference as though set forth in full:

Appendix One - Additional Legal Terms  
Appendix Two - Dispute Resolution  
Appendix Three - Task Order Template  
Appendix Four - Insurance Requirements

## **20. Schedule(s) and Attachments**

Schedule PD, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:

Attachment One to Schedule PD - Fees and Payments  
Attachment Two to Schedule PD - Schedule of Completion  
Attachment Three to Schedule PD - Consultant's Key Staff and Subconsultants  
Attachment Four to Schedule PD - Reference Materials

*(SIGNATURES FOLLOW ON NEXT PAGE)*

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IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

**SANTA CLARA VALLEY WATER DISTRICT**  
District

By:   
Richard P. Santos  
Chair, Board of Directors

Date: 11/20/18

**AECOM TECHNICAL SERVICES, INC.**  
Consultant

By:   
Sujan Punyamurthula  
Senior Vice President

Date: 11/20/2018

Firm Address:

2020 L Street, Suite 400  
Sacramento, CA 95811

ATTEST:

  
Michele L. King, CMC  
Clerk, Board of Directors

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**APPENDIX ONE TO THE  
STANDARD CONSULTANT AGREEMENT  
ADDITIONAL LEGAL TERMS**

**1. Conflict of Interest - Future Services**

Consultant and its subconsultants, their parent company(s), subsidiaries, or any affiliated entity(s) sharing substantially similar ownership of or control with Consultant or any of its subconsultants will not submit a proposal or perform work for:

- A. Any agreement to be awarded for program management, construction management, or construction for the Pacheco Reservoir Expansion Project or similar project that is related to the Services provided pursuant to this Agreement;
- B. Any agreement to be awarded for professional services or environmental services for the San Luis Low Point Project with the US Bureau of Reclamation;
- C. In response to any request for proposal or District solicitation developed or prepared by or with the assistance of Consultant or its subconsultants, their parent company(s), subsidiaries, or any affiliated entity(s) sharing substantially similar ownership of or control with Consultant or any of its subconsultants; or
- D. For any single or sole source products/services related to the Services pursuant to this Agreement, or have a financial stake in any single or sole source products/services resulting from this Agreement.

**2. Conflict of Interest – Former and Current State of California Employees**

Consultant's employees, officers, agents, subconsultants, contractors, and subcontractors are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the District's Funding Agreement(s) with the State being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.

- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

**APPENDIX ONE TO THE  
STANDARD CONSULTANT AGREEMENT  
ADDITIONAL LEGAL TERMS**

**3. Drug-Free Workplace Certification**

Drug-Free Workplace certification by the District, Consultant, and its subconsultants, contractors, or subcontractors is required by the terms of the Funding Agreement(s) the District intends to enter into with the State. By signing this Agreement, Consultant and its subconsultants, contractors, or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, subconsultants, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, subconsultants, contractors, or subcontractors for violations, as required by Government Code section 8355.
- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, subconsultants, contractors, or subcontractors about all of the following:
  - 1) The dangers of drug abuse in the workplace;
  - 2) District's policy of maintaining a drug-free workplace;
  - 3) Any available counseling, rehabilitation, and employee assistance programs; and
  - 4) Penalties that may be imposed upon employees, subconsultants, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, subconsultant, contractor, and/or subcontractor who works under this Agreement:
  - 1) Will receive a copy of District's drug-free policy statement; and
  - 2) Will agree to abide by terms of District's condition of employment, contract or subcontract.

**4. Accounting Records**

Consultant, its subconsultants, contractors, and subcontractors shall maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the California Water Commission of the State of California.

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**APPENDIX ONE TO THE  
STANDARD CONSULTANT AGREEMENT  
ADDITIONAL LEGAL TERMS**

**5. Inspections of Project by State**

The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Agreement. This right shall extend to the work of any subconsultants, contractors, and subcontractors.

**6. Acknowledgement of Credit and Signage**

Consultant shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed for the Project. Signage shall be posted in a prominent location at the Project site(s) (if applicable). The acknowledgement shall include the California Water Commission color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and infrastructure Improvement Act of 2014 and through an agreement with the California Water Commission."

**7. Income Restrictions**

Consultant agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Consultant or any of its subconsultants, contractors, or subcontractors under this Agreement shall be paid by the Consultant to the District as the District's Funding Agreement(s) with the State requires such remittance, to the extent that they are properly allocable to costs for which the District has been reimbursed by the State.

**8. Suspension of Payments**

District's Funding Agreement(s) with the State may be subject to suspension of payments or termination, or both, and District may be subject to debarment if the State determines that:

- A. District, Consultant, its subconsultants, contractors, or subcontractors have made a false certification, or
- B. District, Consultant, its subconsultants, contractors, or subcontractors violates the certification by failing to carry out the requirements noted in the District's Funding Agreement(s) with the State, the relevant provisions of which have been included in this Agreement.

**9. Dispute Resolution**

If a dispute occurs between the Parties as a result of this Agreement, then the Parties agree to use the Dispute Resolution process outlined in Appendix Two of the Standard Consultant Agreement, Dispute Resolution.

**10. Small Business Enterprise (SBE) Participation**

This Agreement provides for Consultant to include California Department of General Services certified Small/Micro Businesses in the performance of the Services, estimated to be **30%** or more of the Total Not-to-Exceed Fees stated in Attachment One, Fees and

**APPENDIX ONE TO THE  
STANDARD CONSULTANT AGREEMENT  
ADDITIONAL LEGAL TERMS**

Payments, to the Schedule(s), and Consultant agrees to use its best efforts to meet this goal.

**11. Task Order Approvals**

- A. Services to be performed pursuant to a Task Order may only commence once a specific Notice to Proceed for that Task Order has been issued by the District.
- B. Task Orders are subject to approval by the District Deputy Officer unless delegated to the Unit Manager.
- C. District Project Manager and Unit Manager(s) are authorized to approve individual Task Orders in an amount not-to-exceed \$250,000.
- D. The total not-to-exceed amount for any one Task Order shall not exceed \$ [NOT-TO-EXCEED AMOUNT]. [NOT USED]

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**APPENDIX TWO TO THE  
STANDARD CONSULTANT AGREEMENT  
DISPUTE RESOLUTION**

**1. Consultant's Questions and Concerns**

Questions regarding the terms, conditions, and services relating to this Agreement will be decided by the District who will furnish the decisions to Consultant in writing within thirty (30) Days after receiving a written request from Consultant.

**2. Dispute Resolution**

**A. Alternate Dispute Resolution (ADR)**

District intends to use ADR techniques including partnering and mediation to resolve disputes relating to the Project.

B. Consultant and its subconsultants are expected to participate in all ADR efforts.

C. The cost of partnering training facilities and facilitator will be borne by District.

**3. Negotiations Before and During Mediation**

Negotiations to resolve disputes before and during mediation are initiated for settlement purposes only and are not binding unless otherwise agreed by District and Consultant.

**4. Voluntary Mediation**

**A. Initiation of Mediation**

Any Party to a dispute or claim may initiate mediation by notifying the other Party or Parties in writing.

**B. Request for Mediation**

A request for mediation must contain a brief written statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those who will represent them, if any, in the mediation.

**C. Selection of Mediator**

1) Upon receipt of a written request for mediation, unless otherwise agreed by the Parties, within fourteen (14) Days, the Parties will confer to select an appropriate mediator agreeable to all Parties.

2) If the Parties cannot agree on a mediator, they hereby agree to accept a mediator appointed by a recognized association such as the American Arbitration Association.

**D. Qualifications of a Mediator**

1) Any mediator selected must have expertise in the area of the dispute and be knowledgeable in the mediation process.

**APPENDIX TWO TO THE  
STANDARD CONSULTANT AGREEMENT  
DISPUTE RESOLUTION**

- 2) No person shall serve as a mediator in any dispute in which that person has any financial or personal interest in the result of the mediation.
- 3) Before accepting an appointment, the prospective mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the Parties. Upon receipt of such information, the Parties will confer and decide whether to select another mediator.

**E. Vacancies**

If any mediator becomes unwilling or unable to serve, another mediator will be selected unless the Parties agree otherwise.

**F. Representation**

- 1) Any Party may be represented by person(s) of their choice who must have full authority to negotiate.
- 2) The names and addresses of such person(s) must be communicated in writing to both Parties and to the mediator.

**G. Time and Place of Mediation**

- 1) The mediator will set the time of each mediation session.
- 2) The mediation will be held at a convenient location agreeable to the mediator and the Parties, as determined by the mediator.
- 3) All reasonable efforts will be made by the Parties and the mediator to schedule the first session within sixty (60) Days after selection of the mediator.

**H. Identification of Matters in Dispute**

- 1) Parties shall comply with the process as required by the mediator with regard to providing the mediator with a memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, or otherwise agreed by the Parties, the Parties may mutually exchange such memoranda.
- 2) At the first session, the Parties will be expected to produce all information reasonably required for the Mediator to understand the issue(s) presented. The mediator may require each Party to supplement such information.

**I. Authority of Mediator**

- 1) The mediator does not have authority to impose a settlement on the Parties but will attempt to assist the Parties in reaching a satisfactory resolution of their dispute.

**APPENDIX TWO TO THE  
STANDARD CONSULTANT AGREEMENT  
DISPUTE RESOLUTION**

- 2) The mediator is authorized to conduct joint and separate meetings with the Parties and to make oral and written recommendations for settlement.
- 3) Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the Parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice will be made by the mediator or the Parties, as determined by the mediator.
- 4) The mediator is authorized to end the mediation whenever, in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the Parties.

**J. Privacy**

- 1) Mediation sessions are private.
- 2) The Parties and their representatives may attend mediation sessions.
- 3) Other persons may attend only with the permission of the Parties and with the consent of the mediator.

**K. Confidentiality**

Except as provided by California or federal law or regulation:

- 1) The mediator will not divulge confidential information disclosed to a mediator by the Parties or by witnesses in the course of the mediation.
- 2) All records, reports, or other documents received by a mediator while serving as mediator, are confidential.
- 3) The mediator must not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum.
- 4) The Parties must maintain the confidentiality of the mediation and must not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:
  - a. Views expressed, or suggestions made by the other Party with respect to a possible settlement of the dispute;
  - b. Statements made by the other Party in the course of the mediation proceedings;
  - c. Proposals made or views expressed by the mediator; and
  - d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

**APPENDIX TWO TO THE  
STANDARD CONSULTANT AGREEMENT  
DISPUTE RESOLUTION**

**L. No Stenographic Record**

There shall be no stenographic record of the mediation.

**M. Termination of Mediation**

The mediation shall be terminated:

- 1) By the execution of a Settlement Agreement by the Parties;
- 2) By a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or
- 3) By a written declaration of a Party or Parties to the effect that the mediation proceedings are terminated.

**N. Exclusion of Liability**

No mediator shall be a necessary Party in judicial proceedings related to the mediation.

**O. Interpretation and Application of These Mediation Provisions**

The mediator will interpret and apply these mediation provisions insofar as they relate to the mediator's duties and responsibility.

**P. Expenses**

- 1) The expenses of witnesses for each Party must be paid by the Party producing the witnesses.
- 2) All other expenses of the mediation, including required travel and other expenses of the mediator, and the expenses of any witness called by the mediator, or the cost of any proofs or expert advice produced at the direct request of the mediator, will be apportioned as the mediator finds appropriate or as otherwise agreed to by the Parties.

**5. Compensation for Participation in Mediation**

Neither Consultant nor the District is entitled to compensation for time spent in or for negotiations or mediation to resolve questions or disputes between Consultant and District arising out of this Agreement.

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**APPENDIX THREE TO THE  
STANDARD CONSULTANT AGREEMENT  
TASK ORDER TEMPLATE**

Task Order No. \_\_\_\_\_

Title: \_\_\_\_\_

Agreement: Standard Consultant Agreement \_\_\_\_\_ ("Agreement") Between the Santa Clara Valley Water District ("District") and \_\_\_\_\_ ("Consultant"), dated \_\_\_\_\_.

District: \_\_\_\_\_

Consultant: \_\_\_\_\_

**Dollar Amount of Task Order: Not-to-Exceed \$** \_\_\_\_\_

1. Upon full execution of this Task Order No. \_\_\_\_\_, as set forth in the Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 13., Task Orders, and the issuance of a Notice to Proceed by the District Project Manager, Consultant is hereby authorized to perform the Services described in Attachment A to this Task Order. Any costs incurred, Services performed or expenditures by Consultant before this Task Order is executed or before the issuance of the Notice to Proceed will be considered outside the contracted scope of Services and will not be eligible for payment.
2. Both the Scope of Services to be performed and the deliverables to be provided in accordance with this Task Order are described in Attachment A which is attached hereto and incorporated by this reference. Attachment A shall include at a minimum the following:
  - A. Consultant personnel to be assigned to perform the Services, including resumes if not previously provided to the District;
  - B. The total not-to-exceed fees amount for Consultant to complete the Services, including estimated number of hours required to perform the Services assigned to each Consultant classification;
  - C. Estimated cost of each other direct cost and reimbursable expense, including any applicable fees; and
  - D. Project schedule for completing the Scope of Services.
3. Consultant shall be compensated at fixed fees or at the hourly rates established in Attachment One to the Schedule(s), Fees and Payments, of the Agreement. Consultant agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.
4. This Task Order will become effective on the date of full execution by authorized representatives of the Parties and remain in effect until the earlier of: completion of the tasks set forth in Attachment A or [expected completion date].

**APPENDIX THREE TO THE  
STANDARD CONSULTANT AGREEMENT  
TASK ORDER TEMPLATE**

5. Copies of applicable local, state and federal permits required to perform the Services described in Attachment A are attached to this Task Order, unless Consultant previously provided the appropriate permits to the District.
6. Consultant shall perform all Services described in Attachment A to this Task Order in accordance with the terms and conditions of the Agreement.
7. Prevailing Wage Requirements
  - A. The Scope of Services described in this Task Order is/is not considered by the District to be "Public Works" requiring the payment of prevailing wages. See the Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3., Prevailing Wages.
  - B. In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in the District's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

8. Signatures:

Signature:

\_\_\_\_\_  
NAME OF CONSULTANT FIRM  
[PRINT NAME]  
[PRINT TITLE]

\_\_\_\_\_  
DATE

Signature:

\_\_\_\_\_  
SANTA CLARA VALLEY WATER DISTRICT  
[PRINT NAME]  
[PRINT TITLE]

\_\_\_\_\_  
DATE

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## APPENDIX FOUR TO THE STANDARD CONSULTANT AGREEMENT INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below.

Without limiting Consultant's indemnification of, or liability to, the Santa Clara Valley Water District ("District"), Consultant must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

Consultant must provide its insurance broker(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by Consultant's insurance agent(s) and/or broker(s), who have been instructed by Consultant to procure the insurance coverage required herein. All Certificates of Insurance complete with copies of all required endorsements must initially be sent to: **Insurance.Certificates@valleywater.org**

In addition to certificates, Consultant must furnish District with copies of original endorsements affecting coverage required by this Appendix. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by District before work commences.** In the event of a claim or dispute, District has the right to require Consultant's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Appendix.

Consultant must, at its sole cost and expense, procure and maintain during the entire period of this Agreement the following insurance coverage(s).

### **Required Coverages**

#### **1. Commercial General/Business Liability Insurance** with coverage as indicated:

**\$10,000,000** per occurrence / **\$10,000,000** aggregate limits for bodily injury and property damage.

General Liability insurance must include:

- A. Coverage at least as broad as found in standard ISO form CG 00 01.
- B. Contractual Liability expressly including liability assumed under this contract.
- C. If Consultant must be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
- D. Severability of Interest
- E. Broad Form Property Damage liability
- F. If the standard ISO Form wording for "OTHER INSURANCE," or other comparable wording, is not contained in Consultant's liability insurance policy, an endorsement must be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by District, its Directors, officers, employees, agents or volunteers must be in excess of Consultant's insurance and must not contribute to it.

**APPENDIX FOUR TO THE  
STANDARD CONSULTANT AGREEMENT  
INSURANCE REQUIREMENTS**

**2. Business Auto Liability Insurance** with coverage as indicated:

**\$5,000,000** combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

**3. Professional/Errors and Omissions Liability** with coverage as indicated:

**\$25,000,000** per claim/ **\$25,000,000** aggregate

Professional/Errors and Omission Liability appropriate to Consultant's profession, and must include:

- A. If coverage contains a deductible, or self-insured retention, it shall not be greater than one hundred thousand dollars (\$100,000) per occurrence/event.
- B. Coverage shall include contractual liability
- C. If coverage is claims-made:
  - 1. Certificate of Insurance shall clearly state that the coverage is claims-made
  - 2. Policy retroactive date must coincide with or precede Consultant's start of work (including subsequent policies purchased as renewals or replacements).
  - 3. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
  - 4. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

**4. Workers' Compensation and Employer's Liability Insurance**

A. Statutory California Workers' Compensation coverage covering all work to be performed for the District.

B. Employer Liability coverage for not less than \$1,000,000 per occurrence.

C. Consultant affirms it is aware of section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance, and affirms it will comply with such provisions before commencing the performance of this Agreement and will make its subconsultants, contractors, and subcontractors aware of this provision.

**General Requirements**

**With respect to all coverages noted above, the following additional requirements apply:**

- 1. Additional Insured Endorsement(s)** Consultant must provide an additional insured endorsement for Commercial General/Business Liability and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees,**

**APPENDIX FOUR TO THE  
STANDARD CONSULTANT AGREEMENT  
INSURANCE REQUIREMENTS**

**and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Consultant and its subconsultants, contractors, and subcontractors must also name the California Water Commission of the State of California, its officers, agents, and employees as additional insureds on their liability insurance. Other public and/or private entities may also be added to the additional insured endorsement as applicable and Consultant will be notified of such requirement(s) by the District.

(**NOTE:** Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037. Note: Editions dated 07/04 are not acceptable)

2. **Primacy Clause:** Consultant will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that consultant's insurance is primary with respect to any other insurance which may be carried by the District, its Directors, its officers, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss.

**NOTE:** This section does not apply to the Workers' Compensation policies.

3. **Cancellation Clause** Contractor will provide endorsements for all policies stating that the District will be given 30 days' notice of cancellation, (10 days for non-payment of premium).

**NOTE: The standard wording in the ISO Certificate of Insurance is not acceptable.**

4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.

5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions (SIR) must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.

6. **Subconsultants:** Should any of the work under this Agreement be sublet, Consultant must require each of its subconsultants of any tier to carry the coverages in accordance with the limits stated in Table IV-A, Subconsultant Insurance Requirements, attached hereto and

**APPENDIX FOUR TO THE  
STANDARD CONSULTANT AGREEMENT  
INSURANCE REQUIREMENTS**

incorporated herein by this reference, or Consultant may insure subconsultants under its own policies. Consultant is responsible for ensuring all evidence of insurance for any subconsultant is forwarded to the District for review prior to receipt of a Notice to Proceed.

- 7. Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of the District must not be deemed to release or limit any liability of Consultant. Damages recoverable by the District for any liability of Consultant must, in any event, not be limited by the amount of the required insurance coverage.
- 8. Coverage to be Occurrence Based:** With the exception of the Professional Liability/Errors and Omissions coverage mentioned above, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
- 9. Waiver of Subrogation:** Consultant agrees to waive subrogation against the District to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, and Workers' Compensation policy, described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.
- 10. Non-compliance:** The District reserves the right to withhold payments to Consultant in the event of material noncompliance with the insurance requirements outlined above.
- 11. For renewal certificates and endorsements:**

- A. Submit all renewals of insurance certificates and required notices electronically in PDF format to:

[Insurance.Certificates@valleywater.org](mailto:Insurance.Certificates@valleywater.org)

- B. Provide the following information in the "Certificate Holder" box:

**Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118  
Agreement/CAS No. 4843  
Pacheco Reservoir Expansion Project - Planning, Design, and Environmental  
Documentation and Permitting Support**

**IMPORTANT: The agreement or CAS number must be included.**

**If your insurance broker has any questions** please advise him/her to call Mr. David Cahen, District Risk Management Administrator at (408) 265-2607, extension 2213.

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**APPENDIX FOUR TO THE  
STANDARD CONSULTANT AGREEMENT  
INSURANCE REQUIREMENTS**

**TABLE IV-A. SUBCONSULTANT INSURANCE REQUIREMENTS**

Company	Project Role	General Liability		Auto Liability	Professional/Errors and Omissions Liability		Workers Compensation
		Per Claim	Aggregate	Limit	Per Claim	Aggregate	Limit
Stantec	Environmental & Planning	\$10M	\$10M	\$5M	\$25M	\$25M	\$1M
GEI Consultants	Dam Evaluation & Design/ DSOD Coordination	\$10M*	\$10M*	\$5M*	\$20M	\$20M	\$1M
Ascent Environmental (SBE)	Air Quality/ GHG	\$2M	\$2M	\$2M*	\$2M	\$3M	\$1M
Cal Engineering & Geology (SBE)	Geotechnical/ Geology Support, Lab Testing	\$2M	\$4M	\$2M*	\$5M	\$5M	\$1M
Cornerstone Environmental Contractors	Trenching, Test Pits, Road Construction	\$1M	\$2M	\$1M	\$1M	\$2M	\$1M
dot.dat.inc (SBE)	Boring Logs/ gINT	Waived	Waived	Waived	Waived	Waived	Waived
Far Western Anthropological Research Group (SBE)	Environmental Investigation & Studies – Cultural	\$1M	\$2M	\$2M*	\$5M	\$5M	\$1M
Horizon Water and Environmental (SBE)	Environmental	\$2M	\$4M	\$2M	\$2M	\$4M	\$1M
Johnson Marigot Consulting (SBE)	Permitting, Clean Water Act	\$2M	\$2M	\$1M	\$2M	\$2M	\$1M
Lettis Consultants International (SBE)	Geology & Seismicity	\$2M	\$4M	\$2M*	\$5M	\$5M	\$1M
M. Lee (SBE)	Cost Estimating	\$1M	\$2M	\$1M	\$1M	\$2M	\$1M

**APPENDIX FOUR TO THE  
STANDARD CONSULTANT AGREEMENT  
INSURANCE REQUIREMENTS**

Company	Project Role	General Liability		Auto Liability	Professional/Errors and Omissions Liability		Workers Compensation
		Per Claim	Aggregate	Limit	Per Claim	Aggregate	Limit
Maine Technology Modeling Group	Operations & System Modeling	\$1M	\$2M	Waived	Waived	Waived	Waived
Micko Consultants	Pacheco Creek Model	\$1M	\$2M	\$1M	\$1M	\$1M	Waived
Taber Drilling (SBE)	Drilling	\$2M	\$2M	\$2M	Waived	Waived	\$1M
Telamon Engineering Consultants (SBE)	Surveying/ Right of Way/ Utilities	\$1M	\$2M	\$2M*	\$5M	\$5M	\$1M
Westwater Research	Planning & State Feasibility Report	\$2M	\$2M	\$1M	\$1M	\$2M	\$1M
Ruen Drilling	Drilling	\$1M	\$2M	\$1M	\$5M	\$5M	\$1M

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**APPENDIX FOUR TO THE  
STANDARD CONSULTANT AGREEMENT  
INSURANCE REQUIREMENTS**

**CHECK LIST OF DOCUMENTS NEEDED**

<b>General Liability:</b>	A.	Limits ( <b>\$10,000,000 for Consultant</b> )	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
<b>Auto Liability:</b>	A.	Limits ( <b>\$5,000,000 for Consultant</b> )	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
<b>Umbrella:</b>	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	
<b>Workers Comp:</b>	A.	Limits ( <b>\$1,000,000</b> )	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	-
<b>Professional Liability:</b>	A.	Limits ( <b>\$25,000,000 for Consultant</b> )	

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**SCHEDULE PD  
SCOPE OF SERVICES**

**1. Representatives**

- A. The District's representatives are as listed below. Unless otherwise provided in this Agreement, all correspondence to the District must be addressed to the District Project Manager (DPM).

Debra Butler (District Project Manager)  
Senior Project Manager  
Pacheco Project Delivery Unit  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: 408-630-2036

Email: [dbutler@valleywater.org](mailto:dbutler@valleywater.org)

(To Be Determined)  
District Unit Manager  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone:

Email:

Christopher Hakes, P.E.  
Deputy Operating Officer (DOO)  
Dam Safety and Capital Delivery Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: 408-630-3796

Email: [chakes@valleywater.org](mailto:chakes@valleywater.org)

- B. Consultant's Project Manager is as listed below. All District questions pertaining to this Agreement will be referred to Consultant's Project Manager.

Robert Green (Consultant Project Manager)  
Principal Geotechnical Engineer  
AECOM  
300 Lakeside Drive, Suite 400  
Oakland CA 94612

Phone: 510-874-3036

Email: [Robert.K.Green@aecom.com](mailto:Robert.K.Green@aecom.com)

**SCHEDULE PD  
SCOPE OF SERVICES**

- C. Consultant's Principal Officer for this Agreement is as listed below. As per the Agreement, Section Twelve, Miscellaneous Provisions, subsection 18., Notices, the District will submit all notices pertaining to this Agreement to Consultant's Principal Officer.

Sujan Punyamurthula (Consultant Principal Officer)  
Senior Vice President  
AECOM  
2020 L Street, Suite 400  
Sacramento CA 95811

Phone: 916-679-2082  
Email: sujan.punyamurthula@aecom.com

**2. Scope of Services**

This Schedule PD, Scope of Services describes the professional planning, design, and environmental documentation and permitting support services to be performed by Consultant for the District's Pacheco Reservoir Expansion Project (Project). The District may, at its discretion, choose to negotiate an amendment to this Agreement with Consultant for additional services, including, but not limited to, engineering support during construction. The District may, at its discretion, choose to initiate a new consultant agreement selection process or amend this Agreement for services for any subsequent phase(s), including but not limited to, the Project construction phase, and/or utilize District staff to perform such services.

**3. Project Objectives**

- A. The District's objectives for the Project are to make improvements necessary to:
- 1) Increase suitable habitat in Pacheco Creek for the federally threatened South-Central California Coast (SCCC) steelhead;
  - 2) Increase water supply reliability to help meet municipal and industrial (M&I) water demands in Santa Clara County, including during drought periods and emergencies, or to address shortages due to regulatory and environmental restrictions;
  - 3) Maintain or improve the reliability of water supplies to the San Benito County Water District (SBCWD) and the Pacheco Pass Water District (PPWD);
  - 4) Develop water supplies to provide part of the supply for environmental water needs to wildlife refuges to support habitat management in the Delta watershed;
  - 5) Improve water quality and minimize supply interruptions, when water is needed, for Central Valley Project San Felipe Division contractors;

## **SCHEDULE PD SCOPE OF SERVICES**

- 6) Increase the operational flexibility for south-of-Delta contractors dependent on San Luis Reservoir; and
  - 7) Reduce flood impacts along Pacheco Creek.
- B. Consultant's Services will support the District's objectives for the Project as follows:
- 1) Meet the District's Dam Safety Program operation and maintenance requirements;
  - 2) Meet the requirements identified in the District's Quality Management System (QEMS) procedures. See Attachment Four to Schedule PD, Reference Materials, Reference document #3, District Procedures & Work Instructions, which includes District procedures and work instructions to be performed by Consultant;
  - 3) Meet the requirements of all federal, state, and local laws and regulations required for Project delivery;
  - 4) Meet requirements of the California Department of Water Resources, Division of Safety of Dams (DSOD) and the resource and regulatory agencies (permitting agencies);
  - 5) Address all stakeholders' interests; and
  - 6) Develop sufficient information and analysis to enable District's Board of Directors to make Project decisions.

### **4. Project Background**

- A. The District manages an integrated water resources system that includes the supply of clean safe water, flood protection, and stewardship of streams on behalf of Santa Clara County's 1.8 million residents and businesses. The District effectively manages 10 (ten) dams and surface water reservoirs, 3 (three) water treatments plants, nearly 400 (four hundred) acres of groundwater recharge ponds and more than 275 (two hundred seventy-five) miles of streams.
- B. The existing Pacheco Reservoir is located 17 miles northeast of Gilroy and approximately one mile north of State Route 152 (SR 152). Pacheco Reservoir is situated on Pacheco Creek, whose headwaters originate in the Diablo Range, northeast of Hollister. The North Fork Dam, which forms the existing Pacheco Reservoir, was constructed in 1939 by PPWD to provide irrigation and domestic water supply. The existing Reservoir has an operational capacity of 5,500 acre-feet (AF).
- C. Water released from the Reservoir flows down Pacheco Creek and seeps through the creek bed and into the underlying groundwater aquifer as it flows towards its confluence with the Pajaro River. The released flow is measured to fully infiltrate into groundwater aquifers in Santa Clara County and in San Benito County. Agricultural users in PPWD and SBCWD pump water from the aquifers. Historic operation strategies for Pacheco

## SCHEDULE PD SCOPE OF SERVICES

Reservoir were informal, but generally effective for recharging the aquifers; however, water supply needs in the areas served by Pacheco Reservoir have changed since it was first constructed.

- D. Technical investigations and modeling conducted by the District have identified that a multi-objective project, which expands the use of Pacheco Creek's resources, and provides both public and non-public sector benefits is feasible. The Project would include expanding the storage capacity of the existing Pacheco Reservoir to approximately 140,000 AF through construction and operation of a new dam, conveyance facilities, and related appurtenant structures.
- E. Preliminary investigations performed to date indicate that a new dam could be constructed on Pacheco Creek about 0.5 mile upstream from the existing North Fork Dam, and would inundate most of the existing Pacheco Reservoir. The proposed total storage for the expanded reservoir is 141,600 AF, with an active storage of approximately 140,000 AF. Water would be collected in the new reservoir during the winter months from runoff from the local watershed area and diversion of Central Valley Project supplies from the Pacheco Conduit.
- F. The Project would include construction of a new dam, pump station, conveyance facilities, long-term access from Highway 152, and related miscellaneous infrastructure.

### 5. Assumptions and Requirements

#### A. General Assumptions and Requirements

- 1) **Manage Scope of Services:** Consultant will manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and in accordance with the Project schedule and ensure that all services and deliverables meet the District and Project objectives and requirements.
- 2) **Deliverable Format:** Consultant will submit deliverables in both electronic and hardcopy format. Deliverables will be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. Consultant will provide at least one hard copy per regulator per document to be reviewed and District may request up to 2 (two) additional hard copies of each document provided for regulatory reviews. Consultant will provide 5 (five) hard copies of final documents/reports. The hard copy deliverables will be printed in professional quality presentation. District may require original copies of signed documents and/or scanned (Adobe PDF) versions.
- 3) **Review of Deliverables:** The District will review and comment on all Project deliverables and forward to Consultant for revision and preparation of final versions. As determined by the District, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following the District review process.

## SCHEDULE PD SCOPE OF SERVICES

- 4) **District Quality Environmental Management System:** The District maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines and work instructions for the performance of various District work. Consultant will perform the Agreement tasks and/or sub-tasks in accordance with the QEMS framework. See Attachment Four to Schedule PD, reference materials, Reference document #3, District Procedures & Work Instructions
- 5) **Consultant Responsibility:** Consultant is responsible for making the appropriate assumptions in the performance of each task, as needed to complete each task's deliverables and to achieve the Project objectives of this Agreement as described in Section 3, Project Objectives.
- 6) **Document Control:** Consultant is responsible for establishing and maintaining its own document control system including a SharePoint platform for document sharing and collaboration to execute this Scope of Services. Access to the system will be configured to provide varying access authority levels for different Project participants and stakeholders.
- 7) **File Exchange Service:** Consultant will provide a file exchange service to facilitate communications; particularly of large files over three (3) megabytes. Difficulties in using and transmitting information with this exchange service will be resolved by Consultant. In the event that transmitting or receiving information does not occur in a timely manner, the District will not be responsible for delays in completing Project work. Consultant may need to work with District's Information Technology Division to address any firewall issues and/or permissions required to allow for these communications.
- 8) **Completeness**
  - a. The completeness of a design set is determined primarily by the substance of the materials on the set, including the adequacy of background and relevant information. Three levels of completeness of a design set are defined using these four terms PARTIALLY COMPLETE; SUBSTANTIALLY COMPLETE; VIRTUALLY COMPLETE; and COMPLETE.
  - b. COMPLETE design set must include all the information required for a constructible set of plans, specifications and estimate of cost, and giving such directions to enable the construction to be performed. The set must be ready for engineering certification (stamping, signing and dating) by a Registered Professional Engineer(s). The set must show the work with complete details and dimensions; identify all constraints; include all background information and provide dimensions, and comply with all drafting, specifications and cost estimating standards.

### **B. Project-Specific Assumptions and Requirements**

- 1) A proposed site for a new dam on Pacheco Creek has been identified in the District's funding application to the California Water Commission. However, detailed

## **SCHEDULE PD SCOPE OF SERVICES**

geologic and geotechnical investigations have yet to be performed at this site to confirm it will support the construction of new embankments and an expanded reservoir.

- 2) Per the California Water Commission's Water Storage Improvement Program funding requirements, the proposed Project's Draft California Environmental Quality Act (CEQA) document must be released for public review by January 1, 2022.
- 3) The schedule for completion of environmental documentation, design, and acquisition of permits to enable Project construction will be developed between the District and Consultant in the course of the Agreement.
- 4) District has retained a Program Management Consultant (PMC) to oversee Project delivery.
- 5) District anticipates a number of potential funding agencies (Potential Funding Agencies) will participate in this Project. Potential funding agencies include PPWD, SBCWD, and the United States Bureau of Reclamation (Reclamation). Assuming the Project receives Water Storage Investment Program (WSIP) funding, the California Water Commission (CWC) and its Administering Agencies are also expected to be Potential Funding Agencies. CWC Administering Agencies include California Department of Fish and Wildlife for environmental improvement benefits, California Department of Water Resources for emergency response and flood control benefits, and the State Water Resources Control Board. Other Potential Funding Agencies may be added as the Project progresses. Potential Funding Agencies will be included in select Project tasks as further discussed below.
- 6) The Project deliverables must meet the requirements necessary to maintain District's eligibility to receive the WSIP funding conditionally awarded by the State for the Project.
- 7) District requires review of all draft deliverables prior to release to third parties such as Potential Funding Agencies, regulatory agencies, or others. Preliminary draft (Preliminary Draft) documents will be provided for District review and all comments will be considered by Consultant. Consultant will confer with District if additional clarification is needed or if Consultant disagrees with incorporation of any District edits or comments prior to completing the subsequent draft documents. If only District review of draft (Draft) is needed, there will be no Preliminary Draft.
- 8) Consultant will provide an Administrative Draft of documents to certain entities such as DSOD and Potential Funding Agencies for review prior to subsequent release of Draft documents to others such as regulatory agencies or the public. Consultant will receive and consider review comments then confer with District on proposed revisions prior to completing the Draft documents.
- 9) All deliverables will be reviewed by both District and PMC.

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- 10) Distribution of all documents to others, including but not limited to Potential Funding Agencies, DSOD, other regulatory agencies, and the public, will be performed by the District and/or PMC.
- 11) Communications with others such as, but not limited to, Potential Funding Agencies, DSOD, other regulatory agencies, or the public will be performed by the District and/or PMC, unless specifically authorized by the District.

### **7. Project Tasks**

#### **Task 1 - Project Management**

The purpose of this task is for Consultant to manage this Scope of Services such that the work is completed within the not-to-exceed fees limit stated in Attachment One to Schedule PD, Fees and Payments, and in accordance with the Project Schedule stated in Attachment Two to Schedule PD, Schedule of Completion, while ensuring that all services and deliverables by Consultant meet the District and Project requirements.

- 1.1 Project Planning and Design Work Plan.** Consultant will prepare Project Planning and Design Work Plan in accordance with this Scope of Services. The Project Planning and Design Work Plan will include Project objectives, requirements, constraints, a detailed Project Schedule (showing major tasks, subtasks, and deliverables), a breakdown of Consultant's costs for the major tasks and subtasks, a list of Consultant's team members and their roles and responsibilities, communication protocols (internal and external), document control procedures, and other administrative procedures. Consultant will attend a one-day workshop with District and PMC to discuss and identify scheduling modifications to improve the timeline for completing documentation needed for District to remain eligible for CWC WSIP funding.
  - 1.1.1 The Work Plans will include a Project Quality Assurance and Quality Control (QA/QC) Plan documenting Consultant's procedures to ensure Consultant's services and deliverables meet District requirements and accepted practices and standards of Consultant's profession. The District reserves the right to request and review Consultant's Project documentation demonstrating its adherence with their own quality assurance procedures.
  - 1.1.2 Consultant's Project Work Plans will be incorporated into a Phase Work Plan developed by the PMC. Consultant will meet with District and PMC for development of the Phase Work Plan that includes the Work Plan elements described above but focuses on communication protocols (internal and external), document control procedures, and other administrative procedures to be used by the Project team.
- 1.2 Status Report on Services Performed.** Prepare status report on services performed as described in the Standard Consultant Agreement, Section Four, Fees and Payments, subsection 2. Consultant Monthly Invoices. Status reports will also include an S-Curve showing actual versus planned costs.

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- 1.3 Progress Meeting and Workshops.** PMC, District and Consultant key staff and subconsultants as determined necessary and appropriate by Consultant, subject to DPM approval, will coordinate and attend periodic progress meetings and workshops with District staff, Potential Funding Agencies, regulatory and resource agencies, and review boards, as needed, to review and discuss progress of the work. Meetings and workshops will be conducted by PMC and are separate from meetings and workshops identified in other Tasks or subtasks. Anticipated meetings and workshops include:
- 1.3.1 Monthly Progress meetings with District.** Consultant will participate in Monthly Progress meetings with District and PMC. Consultant may assist PMC in agenda development;
  - 1.3.2 Progress Workshops with Others.** Consultant will participate and assist with presentation materials for a total of four (4) progress workshops per year to be held with Potential Funding Agencies, regulatory agencies, and resource agencies;
  - 1.3.3 Risk Review Workshops.** Consultant will respond to PMC's risk questionnaire(s) prior to the first workshop. Consultant will participate in six (6) risk review workshops with the District and PMC. Workshops are expected to be conducted at Project initiation, two (2) during planning phase, 30%, 60%, and 90% levels of design completion. The initial workshop is expected to be two days in length with the remaining five sessions approximately four (4) hours each;
  - 1.3.4 Technical Review Board (TRB) Meetings.** Consultant will participate in and assist with presentation materials for a total of six (6) TRB meetings, each lasting three (3) days. Consultant will provide materials ten (10) working days in advance of meetings;
  - 1.3.5 Value Engineering Review Workshops.** Consultant will assist with preparation of the workshop materials for two (2) workshops and provide such materials ten (10) working days in advance of workshops. Consultant will attend and participate in the first and last day of each workshop; and
  - 1.3.6 Constructability Review Workshops.** Consultant will assist with preparation of the workshop materials and provide an introductory overview the first morning of each of two (2) workshops. Consultant's Project Manager or a team lead will participate in the workshops. Consultant will provide materials ten (10) working days in advance of workshops.
- 1.4 One-on-One Meetings with District.** Consultant Project Manager must provide a brief update of the team's work activities completed within the week, the look-ahead activities, and the issues and actions that require the District's attention, in a weekly/twice a week meeting/conference call with the PMC and/or DPM; frequency of these meetings and calls will be as directed by the District.
- 1.5 Coordination and Communication with External Agencies.** Consultant will assist the PMC and DPM with coordination and communication with Potential Funding Agencies, and appropriate regulatory or other agencies, as necessary, to execute this Scope of Services. Since Reclamation is expected to support development of the Project through

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conducting the requisite National Environmental Planning Act (NEPA) documentation, including meeting the requirements of the Endangered Species Act and the National Historic Preservation Act (Section 106), and may apply federal standards and technical specifications to elements of the Project, Consultant will participate in meetings and engagement with Reclamation and other federal agencies as necessary to ensure the District's efforts are well-coordinated with the federal efforts. This task includes support in drafting correspondence related to Consultant's Project Planning/ Design activities as requested by the District.

- 1.6 Public Outreach.** If requested, Consultant will provide support and assistance to the District's public outreach activities as they relate to coordination, preparation, and participation, including preparing presentation materials, attendance at meetings, preparation of newsletters, graphics, updates to the Project website, developing responses to questions, and other tasks as directed by the DPM.
- 1.7 Consultant Team Management.** Consultant will communicate and meet with team members as needed to effectively coordinate Consultant's team efforts for the Project. Consultant may conduct weekly internal Project meeting(s) with key Project team personnel to monitor and control schedule and cost and to develop corrective measures.

### Task 1 - Deliverables

1. Project Planning Work Plan including QA/QC Plan (Preliminary Draft, Draft and Final)
2. Project Design Work Plan including QA/QC Plan (Preliminary Draft, Draft and Final)
3. Monthly Status Reports
4. Meeting Agendas, Minutes, and Presentations
5. Weekly or Twice-a-week Meetings/Conference Calls attendance and notes; frequency of meetings and calls will be at District's discretion

### Task 1 - Assumptions

1. Consultant will attend a Project kick-off meeting with the District and PMC.
2. Conference calls or meetings with DPM will be held every two weeks.
3. Monthly Project Progress Meetings will be held.

### Task 2 - Data Review and Problem Definition

The purpose of this task is to review existing information and perform studies and analysis to establish existing conditions and define and confirm the problems and deficiencies.

- 2.1 Research and Review Existing Information.** Consultant will research and review all existing information including studies, reports, memoranda, etc., and perform background research, data collection, and field investigation to establish existing conditions. The research conducted will include the feasibility reports prepared by Reclamation to date for an expanded Pacheco Reservoir as part of its San Luis Low Point Improvement Project. Consultant will recommend further studies, and assessments, if required, for District approval.

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**2.2 Identify Data Needs.** Consultant will identify any additional data that must be collected.

**2.3 Access for Investigations.** Consultant will identify the areas where access will be needed to perform geotechnical and environmental investigations and studies.

### **2.4 Studies and Analyses**

2.4.1 Consultant will conduct further studies and assessment, if approved, and will use the information from these studies and analyses, together with the existing information, to define and confirm the problems and deficiencies. Consultant will prepare a Technical Memorandum to document these studies and analyses.

2.4.2 Consultant will review and confirm Project-specific and District-wide objectives with the District, Potential Funding Agencies, DSOD, Reclamation, and other resource agencies and stakeholders.

2.4.3 Consultant will identify maximum probable Project footprint for construction and inundation areas, including borrow areas.

2.4.4 Consultant will collect utility and encroachment information within the maximum probable Project footprint.

2.4.5 Consultant will perform initial field reconnaissance of the Project site and potential borrow areas to support feasibility-level and final design activities.

**2.5 Project Mapping.** Consultant will obtain mapping of the Project area of sufficient scale and accuracy for use in preparation of the work to be performed in this Agreement.

**2.6 Project Requirements.** Consultant will assist the District with the identification and establishment of the Project requirements. Consultant will prepare a Project Requirements Memorandum. Consultant will conduct a workshop to receive input on Project requirements.

**2.7 Problem Definition Report.** Consultant will prepare a Problem Definition Report, which will include detailed information on the Project background and existing conditions, detailed descriptions of the problems and deficiencies, a listing of the Project requirements, identification of opportunities and constraints, and any refinements to the Project objectives. Consultant will conduct a workshop to receive input on draft Problem Definition Report.

### **Task 2 - Deliverables**

1. Project Technical Memorandum summarizing existing information and identification of problems and deficiencies (Draft and Final)
2. Project Objectives Technical Memorandum (Preliminary Draft, Draft, Final)
3. Project Map
4. Project Requirements Memorandum (Preliminary Draft, Draft, Final)
5. Problem Definition Report (Preliminary Draft, Draft and Final)

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### 6. Workshop summary for each workshop

#### **Task 2 - Assumptions**

1. All environmental document review is included in Task 6 Environmental Documentation and Regulatory Compliance.
2. Permission to access the potential dam site, the associated inundation area, and other areas identified by Consultant will be obtained by the District.
3. Readily available existing data will be made available by the District.
4. Site reconnaissance will evaluate two potential dam sites and associated facilities.
5. Project objectives will be refined from those presented in Water Storage Investment Program (WSIP) application.
6. To the extent possible, appropriate Potential Funding Agencies are identified and confirmed before initiation of task to confirm Project objectives.
7. Appropriate Potential Funding Agencies are actively engaged and provide relevant information to define baseline conditions and identify problems and constraints.

#### **Task 3 - Alternatives Analysis**

The purpose of this task is to further develop and evaluate the feasible alternatives so as to prepare the Feasible Alternatives Matrix. This will establish the basis for identifying a staff-recommended alternative.

- 3.1 Develop Alternatives.** Consultant will collect in-depth information to further develop each feasible alternative. Consultant will conduct system operations analyses and prepare preliminary (5%) designs for each feasible alternative to a level that allows objective assessment of the pros and cons of the alternatives.
- 3.2 Assessment Methodology.** Consultant will develop an assessment methodology which will include the selection of relevant criteria, assignment of weights or weighting factors for each criterion. Consultant will conduct a workshop to receive input from the District and Potential Funding Agencies on the proposed assessment methodology.
- 3.3 Alternative Matrix.** Consultant will analyze and evaluate the alternatives using the methodology developed, and will screen and score the alternatives and rank each alternative. Consultant will prepare an alternatives matrix from the scoring and ranking of the alternatives, showing results of the relative score of each alternative. These scores will be used to select the staff-recommended alternative. Consultant will conduct a workshop to receive input from the District and Potential Funding Agencies on the draft staff-recommended alternative.

#### **Task 3 - Deliverables**

1. Assessment Methodology and Alternatives Matrix Technical Memoranda (Preliminary Draft, Draft and Final)
2. Project Alternatives Assessment Technical Memoranda (Preliminary Draft, Draft and Final)
3. Workshop summary for each workshop

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### **Task 3 - Assumptions**

1. Alternatives will be developed to address the Project operational objectives/needs of District and Potential Funding Agencies.
2. Up to two initial operational baselines (e.g., existing conditions, 2030 future conditions with climate change, 2030 future conditions without climate change) will be used to evaluate Project alternatives. These operational baselines and associated analyses/modeling will also be used for CEQA alternatives other than the staff-recommended alternative.
3. Selected alternatives will be discussed with District and Potential Funding Agencies to solicit seek their input.
4. The assignment of criteria weight factors and basis for the weight factors will be discussed with District and Potential Funding Agencies.
5. Services described in Task 6.3 Regulatory Permitting and Mitigation Monitoring Plan Development for Project Implementation for Clean Water Act Section 404 (i.e., 404(b)1 analysis) will be used to support Task 3 Alternatives Analysis.

### **Task 4 - Staff-Recommended Alternative**

The purpose of this task is to develop the staff-recommended alternative in more detail with refined operational analyses, preliminary (10%) design plans, estimate of costs, and a preliminary construction schedule.

- 4.1 Preliminary Design.** Consultant will develop the recommended alternative to a 10% level of design and prepare an estimate of the construction cost and a construction schedule.
- 4.2 Staff-Recommended Alternative Report.** Consultant will prepare the Staff-Recommended Alternative Report, which will summarize each of the feasible alternatives investigated, the alternative assessment methodology and results of the assessment, the feasible alternatives matrix, and a description of the recommended alternative, including the preliminary design plans, cost, and schedule. The staff-recommended alternative will be developed to a level of detail sufficient to prepare an opinion of probable construction cost commensurate with an AACE (Association for the Advancement of Cost Engineering) International Class 4 estimate with key major items at the Class 3 level. Consultant will conduct a workshop on the Staff-Recommended Alternative Report before submitting its Preliminary Draft and provide a summary following the workshop.

### **Task 4 - Deliverables**

1. Staff-Recommended Alternative Report (Preliminary Draft, Draft and Final)
2. Summary of staff-recommended alternative workshop

### **Task 4 - Assumptions**

1. Development begins with description developed for staff-recommend alternative from Task 3 Alternatives Analysis.
2. Anticipates refinement of analyses/modeling for the staff-recommended alternative for up to two operational baselines; no refinements of other alternatives anticipated. These

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operational baselines and associated analyses/modeling will also be used for CEQA and permitting efforts for the staff-recommended alternative.

3. Phase 1 geotechnical investigation results will be used to refine design.
4. Preliminary basis of design will be performed to support the 10% design. The basis of design will consist of preparation of draft design criteria memorandum and technical memoranda summarizing information related to embankment evaluation, material development and handling, probable maximum flood analysis to size the spillway, outlet works, disposition of existing dam, power line alignments, and conveyance/pumping systems and road design. The preliminary basis of design information developed in this task will be used as a starting point for Task 8 Basis of Design technical memoranda.

### **Task 5 - Planning Study Report and State Feasibility Report**

- 5.1 **Planning Study Report.** The purpose of this Task is to summarize the activities of the planning phase process in the Planning Study Report, including the problem definition, the development and evaluation of alternatives, selection of the recommended alternative, and the development of the preliminary design. The Report must also include the life-cycle operation and maintenance costs, anticipated real estate needs, estimated construction costs, schedule, and funding. The Planning Study Report will be a high-level, executive summary style document. The Planning Study Report will be reviewed and is subject to approval by District management.
- 5.2 **Alternatives Formulation Report.** The purpose of this Task is to document the activities of the planning phase process in the Alternatives Formulation Report, including the objectives, the development and evaluation of alternatives, selection of the staff-recommended alternative. The Report must also include the description of preliminary construction activities, short-term and long-term operational plans, preliminary construction costs, life-cycle operation and maintenance costs, real estate needs, and preliminary construction schedule for each alternative. The non-selected alternatives evaluated in Task 3 Alternatives Analysis, will be updated as appropriate to reflect any pertinent refinements to the staff recommended alternative and documented in the Alternatives Formulation Report. The description of alternatives presented in this report will be the basis for the final array of alternatives in the State Feasibility Report, Federal Feasibility Report, EIR, and EIS.
- 5.3 **State Feasibility Report.** Consultant will prepare a State Feasibility Report consistent with the California Code of Regulations, Title 23. Waters, Division 7. California Water Commission, Chapter 1 Water Storage Investment Program (WSIP). Consultant will conduct technical studies specific to the State feasibility study process, including: economic evaluations for Project benefits; evaluation and comparison of alternatives consistent with WSIP requirements; and evaluations to support State feasibility determination for the Project, including technical, environmental, economic and financial feasibility (i.e., cost allocation and funding commitments). Preliminary chapters of the State Feasibility Report will be based upon the Project Alternatives Assessment Technical Memoranda with subsequent chapters focused on additional information/evaluations specific to State Feasibility Report requirements.

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### Task 5 - Deliverables

1. Planning Study Report (Preliminary Draft, Draft and Final)
2. Alternatives Formulation Report (Preliminary Draft, Draft, and Final)
3. State Feasibility Report (Preliminary Draft, Draft, Back-Check Draft, Final)
4. Summary of State Feasibility Report workshop

### Task 5 - Assumptions

1. Planning Study Report will be an executive summary style document, anticipated to be 20 to 40 pages in length.
2. Alternatives Formulation Report is not anticipated to be circulated for public review and comment.
3. State Feasibility Report is not anticipated to be circulated for public review and comment
4. Economic analyses will be developed for a singular baseline for the Alternatives Formulation Report and State Feasibility Report.
5. State Feasibility Report will utilize alternatives and operational analyses presented in the Alternatives Formulation Report.

### Task 6 - Environmental Documentation and Regulatory Compliance

The purpose of this task is to provide CEQA compliance analyses of the proposed Project and to support the acquisition of permits to enable Project construction. Consultant will prepare environmental documents that comply with the requirements of the CEQA in a manner such that these documents may be presented to the District's Board of Directors as the CEQA Lead Agency to enable them to certify the Final Environmental Impact Report (EIR) and to adopt the Mitigation Monitoring and Reporting Plan (MMRP). Consultant will coordinate its CEQA work, to the extent practicable, with the work of Reclamation and other federal agencies in meeting NEPA requirements.

**6.1 Environmental Investigation and Studies.** Environmental Investigations and Studies include assessments needed to evaluate environmental impacts of the Project as required by CEQA and other applicable laws and regulations. Existing environmental data will be reviewed and summarized, setting and baseline conditions will be determined and additional studies in support of the CEQA and regulatory compliance process will be proposed.

**6.1.1 Gather and Organize Existing Environmental Data; Review Background Information and Identify Data Gaps.** Consultant will review existing Project information, Project goals and objectives, maps and engineering details, and reference documents. Consultant will also review background data and documents relevant to the Project Site and vicinity. Consultant will provide the District with copies of the collected environmental data and documents (not including the District-provided reference materials) obtained from sources other than the District.

**6.1.2 Environmental Conditions and Data Needs Technical Memorandums.** Consultant will prepare technical memorandums summarizing the existing physical conditions in the Project area and relevant environmental statutes and regulations as applicable to the

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Project. These technical memorandums will include a table of preliminary impacts and associated analysis methodologies (e.g., numerical models, field investigations, desktop analyses). These technical memorandums will also include a proposed work plan to address data gaps critical to meeting the Project schedule, ensuring compliance with CEQA, and support permitting and consultation requirements.

**6.1.2.1 Base Maps.** Consultant will prepare base maps for resource areas for the Project areas. The maps will be prepared in a Geographic Information System (GIS) format compatible with the District's GIS system.

**6.1.3 Numerical Modeling Tools.** Numerical modeling tools will be needed to evaluate the initial alternatives, formulate a final set of alternatives, and evaluate those alternatives in the EIR. Consultant will identify the tools needed to assess the (1) relative ability of the alternatives to meet the Project's objectives, and (2) the physical and environmental effects of the alternatives. Consultant will prepare a numerical modeling tools technical memorandum. Although no new models are anticipated to be used, it is anticipated that existing models may require modification. Consultant will modify the numerical modeling tools, to support alternatives evaluation. These efforts may also include development of physical resource characterizations and/or model inputs (e.g., hydrologic, water demands, water quality, biological, other physical processes).

**6.1.4 Biological Investigations.** Consultant will conduct habitat mapping and field surveys for biological resources and prepare a technical memorandum for each. These biological investigations will be conducted in a phased approach, including:

- A. terrestrial habitat mapping for inundation areas upstream of proposed dam, infrastructure footprints and related construction areas (i.e., staging areas, borrow areas), and along Pacheco Creek between proposed dam to, and including, San Felipe Lake;
- B. stream habitat mapping and salmonid habitat assessment of Pacheco Creek between proposed dam to San Felipe Lake, including substrate, riparian vegetation, streambank/erosion, pool depths, and habitat types (i.e., pool, riffle, run);
- C. special status wildlife and plant species habitat assessments, botanical surveys for sensitive plants, and special plant community assessments for inundation areas upstream of proposed dam, infrastructure and related construction areas (i.e., staging areas, borrow areas), and along Pacheco Creek from proposed dam to, and including, San Felipe Lake;
- D. wetland delineations for inundation areas upstream of proposed dam, infrastructure footprints and related construction areas (i.e., staging areas, borrow areas), and along Pacheco Creek between proposed dam to, and including, San Felipe Lake;
- E. terrestrial habitat mapping and special status species assessments/surveys for potential mitigation areas; and

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F. a bald and golden eagle habitat assessment.

- 6.1.5 **Cultural Resources Investigations.** Consultant will conduct investigations and field surveys for cultural resources. These cultural resource investigations will be conducted in a phased approach, including: records search and background research for inundation areas upstream of proposed dam, infrastructure footprints and related construction areas (i.e., staging areas, borrow areas) and along Pacheco Creek between proposed dam to San Felipe Lake; inventory-level field surveys for inundation areas upstream of proposed dam, infrastructure footprints and related construction areas (i.e., staging areas, borrow areas); archeological testing/evaluation and subsurface field inventory for inundation areas upstream of proposed dam, infrastructure footprints and related construction areas (i.e., staging areas, borrow areas); and archaeological data recovery for inundation areas upstream of proposed dam, infrastructure footprints and related construction areas (i.e., staging areas, borrow areas). Consultant will also conduct an ethnographic investigation, including assisting District and PMC with coordination with tribal groups. Consultant will prepare a technical memorandum for each cultural resources investigation.
- 6.1.6 **Phase 1 Hazardous Substance Assessment.** Consultant will conduct a Phase 1 Hazardous Substance Assessment to identify potential hazardous materials/substances for inundation areas upstream of proposed dam, infrastructure footprints and related construction areas (i.e., staging areas, borrow areas). Consultant will prepare a technical memorandum documenting the results of the Phase 1 Environmental Site Assessment and recommendations as to whether any further evaluation is needed.
- 6.1.7 **Aesthetic Investigation.** Existing conditions related to aesthetics and visual resources at the Project site and vicinity will be documented during field visits conducted by Consultant. An inventory of visual resources, scenic vistas, and potentially sensitive and/or representative viewpoints from public locations will inform site photography. Consultant will provide a technical memorandum which will describe existing conditions and resources at the Project site and identify Key Observation Points (KOPs) for use in the subsequent evaluation of potential environmental effects. The description of existing conditions to be included in the technical memorandum will rely on the Federal Highway Administration (FHWA) methodology for the assessment of visual impacts and will serve as the basis for formal evaluation of potential effects to the visual environment from the Project. The technical memorandum will include a vicinity map, a map of representative viewpoint locations, and photographs. It will also identify KOPs for any photo-simulations to be used in the impact assessment. Selection of KOPs will be made in consultation with District staff.
- 6.1.8 **Transportation and Traffic Investigation** Consultant will determine existing roadway traffic and circulation conditions in the vicinity of the Project. Consultant will conduct field investigations to augment web-based review of the existing roadway network (lane configurations and traffic control devices), transit routes, bicycle facilities, and pedestrian facilities in the vicinity of the Project. Consultant will supplement available data with 24-hour counts on up to four road segments potentially affected by the Project's construction activities, identified by Consultant and approved by the District. Consultant

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will prepare a technical memorandum documenting the results of the transportation and traffic investigation.

- 6.1.9 **Noise/Vibration Investigation** Consultant will determine existing noise conditions in the vicinity of the Project. Consultant will conduct representative number of short-term and long-term noise measurements at proposed facility locations, to characterize the existing noise environment. Consultant will prepare a technical memorandum documenting the results of the noise and vibration investigation.
- 6.2 **CEQA Documentation / Process for Project Implementation.** Consultant will prepare environmental documents for Project implementation that comply with the requirements of the California Environmental Quality Act (CEQA), in a manner such that these documents may be presented to the District's Board of Directors as the CEQA Lead Agency to enable them to certify the Final Environmental Impact Report (EIR) and adopt the Mitigation Monitoring and Reporting Plan (MMRP). Elements of the CEQA compliance process include but are not limited to development of a CEQA project description, EIR, Mitigation, Monitoring and Reporting Program, impact assessment in all applicable resource areas, Project scoping, and all applicable public noticing requirements.
- 6.2.1 **Project Scoping.** Consultant will support District in conducting up to two Project public scoping meetings, including development of display/presentation materials, and participation by Consultant key staff in the public meeting. The Consultant will prepare a draft and final scoping report based on comments received at scoping meetings and received in response to the District's August 2017 Notice of Preparation and Initial Study, Attachment Four to Schedule PD, Reference Materials, reference document #5.
- 6.2.2 **Draft and Final EIR including MMRP.** The Consultant will prepare an EIR for Project implementation that contains the necessary elements and required sections as outlined by CEQA and CEQA Guidelines §15120 through 15131, and is consistent with all laws and regulations relevant to this task. Consultant will prepare a Draft EIR. The Draft EIR will be circulated for public review and comment. Based on comments received during the public review period, Consultant will prepare a Preliminary Final EIR, Administrative Final EIR, Back-Check Final EIR, and Final EIR. Consultant will also support the District in developing certification materials for the Final EIR.
- 6.2.3 **Draft EIR Public Meeting.** During the public comment period, Consultants key staff will participate in a public meeting to be arranged by District. Consultant will assist the District Project team in presenting the Project at the public meeting and will prepare appropriate display materials for use at the public meeting. Consultant will prepare a draft and final meeting summary of the public meeting proceedings.
- 6.2.4 **CEQA and Related Public Notices.** Consultant will prepare drafts of all required CEQA and related public notices, including a Notice of Availability (NOA), Notice of Completion (NOC), and Notice of Determination NOD) for distribution by District.
- 6.2.5 **Administrative Record.** Consultant will receive and compile all records to create an indexed and chronically assembled administrative record that will include all relevant

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documents. Files will be organized into a spreadsheet index, which will be accessible by the District.

- 6.2.6 **Stakeholder Outreach.** To develop a successful Project, the District will undertake extensive stakeholder outreach to Potential Funding Agencies, regulatory agencies, other Federal, State, and local agencies, other stakeholders, and the public. Consultant will assist in the implementation of the District's communication plan and support the District's outreach efforts and will organize, receive and manage stakeholder input associated with the CEQA process as well as other Project delivery tasks. Workshops, meetings and/or webinars will be used to solicit input from regulatory agencies throughout the CEQA and regulatory process.
- 6.3 **Regulatory Permitting and Mitigation Monitoring Plan Development for Project Implementation.** The purpose of this task is to produce permit applications, alternative analyses, environmental documents and other supporting material needed for Project implementation. At the District's direction, Consultant will assist in planning and attending initial consultation(s) with regulatory agency personnel. Consultant will be responsible for keeping detailed notes of meeting(s). Consultant will provide support to District during permit negotiations. This support may take the form of strategizing with District, preparing handouts and/or displays, attending meetings to answer questions and/or giving presentations. At District discretion, Consultant may be responsible for preparing meeting notes to document meeting discussions and outcomes.
- 6.3.1 **Regulatory Permitting.** In consultation with the District, Consultant will identify the necessary permits for the proposed Project and prepare draft and final permit applications for the Project. Consultant will support and assist District and PMC in acquiring permits, as directed by DPM. It is anticipated that the Project will require consultation and/or permits from the following agencies: The United States Army Corp of Engineers (USACOE) for Clean Water Act Section 404, including application, 404(b)1 analysis, and jurisdictional delineations; the California State Historic Preservation Office (SHPO) for National Historic Preservation Act Section 106; the United States Fish and Wildlife Service (USFWS) for Federal Endangered Species Act, including biological assessment; the National Marine Fisheries Service (NMFS) for Federal Endangered Species Act, including biological assessment; the California Department of Fish and Wildlife (CDFW), including streambed alteration agreement and California Endangered Species Act compliance; the State Water Resources Control Board (SWRCB) for water rights and/or Clean Water Act Section 401, including application; California Department of Transportation, including encroachment permit; and the Central Coast Regional Water Quality Control Board (CCRWWCB) and Central Valley Regional Water Quality Control Board (CVRWWCB) for Clean Water Act Section 401, including application, and/or construction general permits.
- 6.3.2 **Mitigation and Monitoring Plan.** Independent of the Mitigation Monitoring and Reporting Program as part of the CEQA process, the Project will require development of a Mitigation and Monitoring Plan (MMP) that will identify methods that will mitigate temporary and permanent impacts resulting from Project activities.

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- 6.4 CEQA Documentation and Regulatory Permitting for Field Investigations.** The purpose of this task is to develop CEQA documentation and regulatory permits, as needed, to conduct geotechnical and subsurface cultural field investigations for the Project. Consultant will conduct cultural and biological field investigations, prepare CEQA documentation, and obtain other regulatory clearances for each phase of geotechnical and subsurface cultural field investigations.

### **Task 6 - Deliverables**

1. Technical memorandums summarizing environmental conditions based on existing data and additional data needs in support of CEQA and regulatory compliance (Preliminary Draft, Draft, and Final)
2. Identification of the areas where access will be needed to perform all necessary environmental investigations and studies, including potential mitigation areas
3. Base map of Project area and metadata (Draft and Final)
4. Technical memoranda summarizing field investigations for biological investigations, cultural investigations, and numerical modeling tools (Preliminary Draft, Draft and Final). Technical memoranda summarizing investigations for aesthetics, Phase 1 hazardous substance assessment, transportation and traffic, and noise/vibration (Draft and Final)
5. Preliminary Draft, Administrative Draft, Back-Check Draft, Draft, Preliminary Final, Administrative Final, Back-Check Final, and Final Environmental Impact Report(s)/ Mitigation Monitoring and Reporting Program (MMRP) for Project implementation. Back-Check versions of document would be used by District to confirm that any changes made in response to comments on administrative draft version are appropriate; no new comments/changes anticipated.
6. CEQA Public scoping materials and documented public scoping comments (Draft and Final)
7. Notes and documentation associated with stakeholder input
8. Administrative record (Draft and Final)
9. Preliminary Draft, Draft and Final permits applications
10. Draft and Final Mitigation and Monitoring Program (MMP)
11. Meeting materials as requested for permit negotiations for Project Implementation
12. CEQA and regulatory permitting documentation for field investigations (Draft and Final)

### **Task 6 - Assumptions**

1. Alternatives identified in the Planning Study Report will be used in the EIR.
2. Coordination with Potential Funding Agencies and regulatory agencies anticipated throughout duration of Task 6.
3. Notice of Preparation and Initial Study for Project implementation are complete.
4. The cultural and biological field studies will be sufficient to cover both CEQA and NEPA requirements.
8. Terrestrial habitat mapping to be completed for two alternative dam sites.
9. Permission to access additional project areas including mitigation areas will be obtained by the District.
10. Perform field surveys for special status plant species and special status community surveys for sycamore alluvial woodland will be performed. Assume presence of terrestrial wildlife species based on habitat assessments; no field surveys proposed for terrestrial wildlife

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species. Stream habitat surveys would include basic aquatic habitat characterization consistent with California Salmonid Stream Habitat Restoration Manual.

11. CEQA Project objectives and underlying Project purposes will be confirmed through the development and review of the Project Requirements TM and the Problem Definition Report (Task 2 Data Review and Problem Definition).
12. Up to three action alternatives will be evaluated in the EIR; alternatives as described in the Planning Study Report.
13. Cumulative impacts in EIR will be evaluated qualitatively.
14. State Historic Preservation Office (SHPO) approves proposed level of effort for cultural resources testing (maximum 504 person days/50 cubic meters) and data recovery (1008 person days/100 cubic meters). Archaeological monitoring during construction, inadvertent discovery treatment, and site-stripping to recover all burials are not included.
15. State Water Resources Control Board will utilize the EIR to support their discretionary action regarding water rights approval.
16. District will provide legal support for water rights application/petition for change with State Water Resources Control Board.

### **Task 7 - Geotechnical Data Collection and Investigations**

The purpose of this task is to research, review, and use available information as a basis for the design, as well as to conduct necessary geotechnical field investigations to establish a Project Base Map, and prepare reports that will inform the design. Consultant is responsible for collecting all the data and conducting all investigations that are necessary to complete the final design.

- 7.1 Geotechnical Investigations.** Consultant will review previously completed relevant geotechnical reports and the results from the site reconnaissance and recommend Phase 1 geotechnical investigations. Consultant will prepare a Geotechnical Investigations Work Plan, which will describe the goals of the investigations needed, the exploration locations and depths, the access and drilling methods, and the instrumentation and in-situ testing methods (if needed). The investigation will be designed to provide adequate data for the engineering analyses, the development of the Geotechnical Data Report and the Basis of Design Report.
- 7.1.1 Geotechnical/Subsurface Investigations.** Conduct Geotechnical/Subsurface Investigations as needed for the planning and detailed design, including evaluation and identification of potential borrow sites; as identified in the Geotechnical Investigations Work Plan. The existing Pacheco Dam embankment may be evaluated as a potential borrow site. Consultant is responsible for the proper disposal of spoils generated from the investigations activities and to provide documentation of such disposal actions to District.
- 7.1.2 Additional Geotechnical Investigations.** Additional Geotechnical Investigations (Phase 2 geotechnical investigation) may be approved by the District, if justified, to fill in data gaps identified as the detailed design progresses.
- 7.1.3 Laboratory Testing Program.** Consultant will develop a material testing program to provide all necessary data (index and performance testing) for analysis and design of

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the Project, for approval by the District and other stakeholders identified by the District. The types of tests will include but not be limited to, in-situ moisture/density, particle size analysis, Atterberg Limits, classification, hydraulic conductivity, compaction, consolidation, and strength tests. Untested soil samples will be stored by Consultant in the appropriate environmental conditions to preserve the samples for up to six months from the date of exploration. Untested rock core samples will be stored in Consultant-purchased Conex boxes until construction of the Project is complete. The District will provide the space for Consultant to place Conex boxes purchased to store rock cores. If Consultant must dispose of the samples after this time, Consultant will provide 90 days written notice to the District requesting direction regarding the samples.

- 7.1.4 Geotechnical Investigations/Data Report.** Consultant will develop a Geotechnical Investigation/Data Report which will document the investigations performed and present the data obtained and the results of the field exploration and laboratory testing work completed as well as other the results of other investigations previously completed relating to this Project. The report will also include a summary of the soil and geologic conditions, previous and current investigations and explorations, methodology, materials encountered and the laboratory testing program.

### **Task 7 - Deliverables**

1. Project Base Map, survey data and drawing, utility Information, etc.
2. Geotechnical Investigation Work Plans (Preliminary Draft, Draft, and Final)
3. Identification of any additional access needed to perform all geotechnical investigations
4. Geotechnical Investigation/Data Report (Preliminary Draft, Draft, and Final)

### **Task 7 - Assumptions**

1. Permission to access additional areas needed for geotechnical investigations will be obtained by District.
2. Phase 1 geotechnical investigation will be performed to support the preliminary design. Phase 1 investigation will focus on up to two potential new dam sites (dam and ancillary facilities locations), potential borrow sites including existing dam.
3. District and DSOD timely approvals of work plans and CEQA documentation.
4. District and DSOD representatives will require regular updates on progress, interim results, and access to samples for reviews.

### **Task 8 - Basis of Design Report**

- A. The purpose of this Task is to perform the engineering analyses, calculations, and interpretations that are required to support and develop the Basis of Design Report (BDR) for the Project. Consultant is responsible for developing a comprehensive scope of work and performing independent analyses, as appropriate, to fully develop the Basis of Design without relying solely on work completed by others to achieve this purpose. The supporting analyses, calculations, and other standards and detailed design information will be used to prepare a biddable and constructible set of Plans and Specifications and Engineering Cost Estimates for the Project.

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- B. The BDR will consist of a series of technical memoranda and reports that define the technical requirements and parameters to be used for the Project including the fields of civil, geotechnical, structural, hydrologic, hydraulic, mechanical, electrical, instrumentation, controls, maintenance, and others, as appropriate.
- C. The BDR will be updated throughout the design phase to reflect any changes or additions that occur over the course of the design development and the final version will be issued concurrently with the 100% Design deliverables.

D. The Basis of Design Report will consist of the following Technical Memorandums/Reports:

**8.1 Basic Criteria and Project Facilities Memorandum.** The Basic Criteria and Project Facilities Memorandum will define the basic criteria and guidance that will be utilized during design. It will include a description of the general arrangement of existing and new Project facilities, District basic operations requirements, Project performance requirements, and other stakeholders' design criteria as identified by the District. It will include known relevant constraints such as environmental restriction dates, etc. It will document geotechnical, civil, structural, electrical, mechanical, hydrologic and/or hydraulic standards to be used in the analyses and design. Pertinent codes and references will be cited;

**8.2 Geotechnical Baseline Report.** Consultant will prepare and submit a Geotechnical Baseline Report (GBR).

A. The GBR will reference:

- 1) the geotechnical studies previously performed on the Project site by others;
- 2) other relevant historical studies from the site vicinity, including, but not limited to, fault investigations, geological mapping and construction records; and
- 3) the results of geotechnical investigations performed by Consultant as part of this Project to supplement the available data.

B. The GBR will summarize the data and present a characterization of the subsurface conditions (including but not limited to groundwater conditions, potential borrow sources, excavatability of rock, reuse as fill, seismic activity and other relevant parameters) at the site, including representative graphical cross-sections that pass through the Project site, as appropriate;

C. A map (or maps, as appropriate) will be included showing the locations of known and suspected faults, landslides and other geological features in the Project vicinity. If conflicts in the data are present, those conflicts will be identified and resolved, if possible;

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- D. Recommendations will be developed and presented for relevant geotechnical parameters to be used in Project design. Consultant will include their opinion on the likelihood that naturally-occurring asbestos (NOA) will be encountered during construction. Recommendations will also be developed for additional geotechnical investigations or analyses that must be performed during construction, if any, to verify site conditions;
- E. The report will also provide appropriate design recommendations for the basis of design, final design and construction. It will also provide information to the Contractor and guidance to the District in the management and monitoring performance during construction. This report may or may not be combined with the Geotechnical Investigation/Data Report as directed by the District;

**8.3 Embankments Evaluation.** Consultant will evaluate seepage, settlement, erosion, and stability analysis of the proposed dam embankment and foundations. The evaluation will guide the selection of: (1) slope geometry, (2) crest camber, (3) fill material requirements, (4) foundation excavation limits and treatment, (5) seepage control measures, (6) erosion protection and (7) other design features, as appropriate.

- A. For seismic loading evaluation, two-dimensional finite-element tools are anticipated to be used, using fully non-linear methods. The modeling will incorporate the use of constitutive models that appropriately capture seismically induced liquefaction behavior. The modeling will include sufficient number of dam sections to evaluate the various conditions and potential response of the embankments. The models will incorporate appropriate phreatic conditions for the loading conditions being evaluated.
- B. Seepage analysis will be performed using 2-dimensional finite element methods to evaluate pore pressures for stability and deformation analysis, seepage control measures for embankment modifications, and seepage control and monitoring measures along the abutments of the dam.
- C. The raw model files as well as all intermediate calculation files will be provided by Consultant for review. Any software tools used should be commercially available and widely accepted by industry;

**8.4 Material Development and Handling.** Consultant will prepare a Technical Memorandum (TM) with recommendations on material development and handling as required to facilitate construction. Specific recommendations on development of borrow and disposal areas will be developed, along with staging requirements to facilitate these operations, including material processing and conditioning areas, haul roads associated with borrow and disposal areas, and associated restoration of borrow areas. Mass balance calculations will be performed and summarized in the TM to reflect anticipated excavation volumes, requirements for new fills, and shrink/swell factors. Calculations will be performed to estimate the amount of water needed for material conditioning;

**8.5 Outlet System Hydraulic and Operational Analysis.** Consultant will evaluate the proposed outlet system to confirm, select, and refine the proposed system features and hydraulics as necessary to support detailed design. The outlet system will be capable of meeting all established operational and regulatory requirements including, but not limited

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to, passing the range of District operational flows in and out of the reservoir, and passing the required DSOD drawdown requirement. This TM will include necessary alternative analysis as required to select the configuration of the piping and control for final design;

- 8.6 Outlet Works.** Consultant will develop a detailed basis of design for the Outlet Works that include a multi-level sloping intake structure and low-level outlet consisting of a carrier pipe in a tunneled conduit. The tunnel will be sized to allow a person to inspect the full length of the pipe. Consultant will provide the size, horizontal and vertical layout, hydraulic, structural and geotechnical design details. Consultant will discuss control and operational requirements and equipment with the District. The TM will summarize basis of design for the outlet works;
- 8.7 Reservoir Operations During Construction.** Consultant will prepare a Technical Memorandum that addresses reservoir operations, flow releases to Pacheco Creek, and management of inflows to the reservoir over the expected duration of construction. This TM should establish clear baselines for incorporation into the reservoir of inflows and requirements for design of temporary cofferdams, if required. The TM should further define schedule baselines for reservoir lowering to facilitate construction and for maintaining the existing intake in service, if required;
- 8.8 Long-Term Reservoir Operations.** Consultant will conduct computer modeling (at a monthly time step, with flexibility to examine limited-period daily flows) and prepare a Technical Memorandum that addresses long-term reservoir operations, environmental flow requirements, and other flow releases to Pacheco Creek. Operations modeling must be consistent with existing and future water rights associated with the new Reservoir. Modeling or alternative analysis acceptable to the DPM may also be required to estimate temperature of stored and released water from the new Reservoir. Further, if dissolved oxygen concentrations are anticipated to be problematic for fish, modeling or alternative analysis of dissolved oxygen may be required. If problematic algal blooms in stored water can be anticipated, analysis acceptable to the DPM of algal conditions and strategies to control algal blooms must be identified.
- The TM will address operational modeling, including sequencing with operations at San Luis Reservoir and the District's local reservoirs including Anderson. To the extent District and Potential Funding Agencies in the Project provide their specific flow and storage requirements, the operational modeling and the TM will include them as well. The TM will address temperature, dissolved oxygen, and algal control strategies if required by the DPM;
- 8.9 Instrumentation.** A Technical Memorandum will be prepared describing instrumentation needed, basis for selection of instrumentation, and instrumentation details required for construction and for permanent operation of the Pacheco Dam. Instrumentation designs will be coordinated with the District operations and maintenance units to ensure system compatibility and that operational and maintenance requirements are adequately incorporated;
- 8.10 Hydrologic Analysis of Probable Maximum Flood.** Consultant will obtain necessary information and perform hydraulic analyses to determine the Probable Maximum Flood

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flows and resulting elevation for the new Pacheco Dam. Results of the modeling will be presented in a Technical Memorandum;

- 8.11 Spillway Modeling.** Consultant will provide computational modeling of the spillway to refine the design that can safely pass the Probable Maximum Flood. Results of the modeling will be presented in a Technical Memorandum;
- 8.12 Hydraulic Assessment of Conveyance and Pumping Facilities.** Consultant will prepare a Technical Memorandum that presents hydraulic evaluation results and resulting conveyance and pumping infrastructure needs and any impacts to existing facilities such as Pacheco Conduit or Pacheco Pumping Plant. This includes, but is not limited to, hydraulic requirements for piping between the dam, new pump station, and the Pacheco Conduit; any additional tank; and the pumps. This memorandum will include the results of the evaluations; the design criteria for the facilities; and locations of the proposed pipe alignment(s), pump station site, and any other associated new infrastructure;
- 8.13 Pump Station Layout, Electrical, and Control Systems.** Consultant will prepare a Technical Memorandum (s) identifying the layout of pump station components, electrical equipment design criteria, and control system strategy;
- 8.14 Civil, Roads, Utilities.** Consultant will prepare a Technical Memorandum describing the Basis of Design for permanent site access roads, other civil works, and utilities;
- 8.15 Evaluation of Removal of Existing Dam and Restoration of Site.** Consultant will prepare a Technical Memorandum describing the Basis of Design for removing the existing dam and restoring the existing dam site and existing reservoir downstream of the new dam;
- 8.16 Power Transmission.** Consultant will prepare a Technical Memorandum evaluating alternative power transmission line alignments and any required upgrades to existing substations;
- 8.17 Construction Sequencing Plan.** Consultant will develop a Construction Sequencing Plan (CSP). The CSP will illustrate the inter-relationship of the various Project components to demonstrate that the Project can be reliably built within a reasonable construction duration and under the specified operational constraints. The CSP will be used to assess construction logistics, identify critical path activities, potential constraints on construction, and recommended construction contract duration. The CSP will allow identification and evaluation of potential construction risks and opportunities. Microsoft Project scheduling software will be used for the CSP; and
- 8.18 Other TMs.** Consultant will prepare other Technical Memoranda that it deems are required to complete the Basis of Design Report.

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### **Task 8 - Deliverables**

All deliverables listed below will be submitted to District and then to DSOD for their review no later than the 30% design package. These deliverables will be updated at 60%, 90%, and 100% design levels incorporating comments and design advancements as appropriate. Updates will include a revision log or summary of updates.

1. Basic Criteria and Project Facilities Technical Memorandum. (Multiple Drafts and Final)
2. Geotechnical Baseline Report
3. Embankments Evaluation Memorandum
4. Material Development and Handling Technical Memorandum
5. Outlet System Hydraulic and Operational Analysis Technical Memorandum
6. Outlet Works Design Technical Memorandum
7. Reservoir Operations During Construction Technical Memoranda
8. Long-Term Reservoir Operations Technical Memorandum
9. Instrumentation Technical Memorandum
10. Hydrologic Analysis of Probable Maximum Flood Technical Memorandum
11. Spillway Modeling Technical Memorandum
12. Hydraulic Assessment of Conveyance and Pumping Facilities Technical Memorandum
13. Pump Station Layout, Electrical, and Control Systems Technical Memorandum
14. Civil, Roads and Utilities Technical Memorandum
15. Removal of Existing Dam and Site Restoration Technical Memorandum
16. Power Transmission Technical Memorandum
17. Other Technical Memoranda (as necessary)

### **Task 8 - Assumptions**

1. Early concurrence will be obtained on analysis methods and tools.
2. Concurrence will be reached on number of cross-sections for analyses.

### **Task 9 - 30 Percent Design Document Preparation**

The 30% design set will establish primary drawings and specifications for all major Project components and will include newly developed design details and/or refinement of the preliminary design prepared during the planning phase. The 30% design set will incorporate requirements and criteria identified in the Basis of Design documents and describe the construction scope in more detail. The level of completeness will be Partially Complete to Substantially Complete.

**9.1 Sample Drawings and Specifications.** Consultant will prepare, and submit to the District, sample drawings and specifications for District review and approval to ensure that Drafting Standards are being adopted into the plan set and the specifications also follow District Specification standards.

**9.1.1** The sample drawings will include Drawing index numbering scheme, file naming labeling, layout, and format.

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- 9.1.2 For specification development, Consultant will use the District's Standard Provisions (boilerplate) and the District's Special Provisions format. Consultant will recommend edits and additions to the District's Special Provisions where appropriate.
- 9.1.3 Consultant will submit a recommended format for the Technical provisions, for review and approval by the District.
- 9.2 30% Plans, Specification and Cost Estimate.** Consultant will prepare and submit 30% drawings, specifications, and an Association for the Advancement of Cost Engineering (AACE) Class 4 construction cost estimate. The plans will include the detailed design elements, at the 30% level of design, and the specifications will include detailed outlines of the technical specifications. Cost estimates for the most significant lines of the work breakdown structure will be "bottom-up" estimates. The basis for field and office overhead, other markups, and profit will be clearly identified in the estimate.
- 9.2.1 The District has a separate bid proposal package/template on which Consultant will provide input, as requested by the District. Multiple, intermediate submittals of Special Provision sections to the District are anticipated to reconcile referencing and formatting issues.
- 9.3 Right of Way.** The 30% plans will include clear delineation of existing property lines and anticipated take lines (i.e., rights of way, easements, or property acquisitions) needed for Project construction and/or ongoing maintenance or access.
- 9.4 Review Meetings.** Consultant will conduct up to five 30% review meetings/workshops with the District to review and discuss District comments. Consultant will compile a Comment Resolution Document. The Comment Resolution Document will list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal.
- 9.5 Additional Review Meetings.** Consultant will conduct up to five additional review meetings, with approval by the DPM, to resolve the 30% design comments.
- 9.6 Review Meetings with External Agencies.**
- 9.6.1 The 30% plans and specifications will be reviewed by the DSOD, after which up to two review meetings with DSOD will be conducted by the District with Consultant's assistance.
- 9.6.2 The 30% plans and specifications may be reviewed by Reclamation, after which up to two review meetings with Reclamation will be conducted by the District with Consultant's assistance.

### Task 9 - Deliverables

- 1. Sample Drawings and Specifications
- 2. 30% Plans and Specifications, and 30% AACE Class 4 Construction Cost Estimate (Preliminary and Final)

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3. 30% Design workshops will be conducted separately with District, DSOD, and Reclamation
4. 30% Design Comment Resolution Document
5. Agenda and Record for 30% Design Review Workshops

### **Task 9 - Assumptions**

1. Early concurrence on CADD and specifications standards will be achieved.
2. Up to three (3) additional review meetings will be conducted.

### **Task 10 - 60 Percent Design Document Preparation**

The 60% design set will incorporate additional requirements, criteria, and details that were not included in the 30% design set. It will address the comments received and reflect necessary revisions and resolved issues from the 30% design set. It will be ready for agency permitting review. The level of completeness will be Substantially Complete to Virtually Complete and ready for permitting agency review.

- 10.1 60% Plans, Specification and Cost Estimate.** Consultant will prepare and submit 60% drawings, specifications, and an AACE Class 3 construction cost estimate. The drawings, sections, and details must be substantially completed. Cost estimates for the most significant lines of the work breakdown structure will be "bottom-up" estimates based on assumed productivity, equipment, and labor spreads for the activities. The basis for field and office overhead, other markups, and profit will be clearly identified in the estimate. The submittal will address the review comments in the 30% Design Comment Resolution Document.
- 10.2 Review Meetings.** Consultant will conduct up to five 60% review meetings/workshops with the District to review and discuss District comments. Consultant will compile a Comment Resolution Document. The Comment Resolution Document will list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal.
- 10.3 Additional Review Meetings.** Consultant will conduct up to five additional review meetings, with approval by the DPM, to resolve the 60% design comments.
- 10.4 Draft Bid Sheet.** Consultant will prepare a draft bid sheet at the 60% level of design, including a Technical Memorandum that explains the basis for the bid sheet and the strategies related to risk and cost uncertainty associated with work that may be difficult to define.
- 10.5 Project Completion.** Provisions regarding milestones, testing, and acceptance schedule and criteria for the Project aligned with completion and payment for the Contractor's completion of each milestone are to be included in the Project specifications.
- 10.6 Review Meetings with External Agencies**

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- 10.6.1 The 60% plans and specifications will be reviewed by the DSOD, after which up to two review meetings with DSOD will be conducted by the District with Consultant's assistance.
- 10.6.2 The 60% plans and specifications may be reviewed by Reclamation, after which up to two review meetings with Reclamation will be conducted by the District with Consultant's assistance.

### **Task 10 - Deliverables**

1. 60% Plans, Specifications, and AACE Class 3 Construction Cost Estimate (Preliminary and Final)
2. 60% Design workshops will be conducted separately with District, DSOD, and Reclamation
3. 60% Design Comment Resolution Document
4. Draft Bid Sheet & Supporting Technical Memorandum
5. Agenda & Record for 60% Design Review Workshops

### **Task 10 - Assumptions**

1. The District and PMC will be responsible for acquisition of permanent and temporary property-related rights-of-ways and all permit application fees.
2. Up to four (4) additional review meetings will be conducted.

### **Task 11 - 90 Percent Design Document Preparation**

The 90% design set will reflect the revisions and resolutions required from the comments received for the 60% design set. It will also incorporate any permit conditions established by regulatory agencies. The level of completeness will be Complete.

- 11.1 90% Plans, Specification and Cost Estimate.** Consultant will prepare and submit 90% drawings, specifications, and an AACE Class 2 construction cost estimate. The submittal will be a complete drawing and specification set at or near the level of completion for construction. The cost estimate will be based on an updated, detailed logical work breakdown structure based on the 90% plans and specifications. The submittal will address the comments in the Design Comment Resolution Document.
- 11.2 Right-of-Way.** The 90% plans will include clear delineation of existing property lines and final take lines (i.e., rights of way, easements, or property acquisitions) needed for Project construction and/or ongoing maintenance or access. Consultant will finalize right of way mapping and plats and descriptions for necessary acquisitions.
- 11.3 Mitigation and Permitting.** Consultant will identify all applicable mitigation requirements in the certified CEQA document and incorporate the requirements into the 90% design documents. Consultant will assist the District in preparing submittals or other supporting documents during the permit acquisition process.
- 11.4 Review Meetings.** Consultant will conduct up to five 90% review meetings/workshops with the District to review and discuss District comments. Consultant will compile a

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Comment Resolution Document. The Comment Resolution Document will list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal.

**11.5 Additional Review Meetings.** Consultant will attend up to five additional review meetings, with approval by the DPM, to resolve the 90% design comments.

**11.6 Draft Bid Sheet.** Consultant will update the draft bid sheet to the 90% level of design, including a Technical Memorandum that explains the basis for the bid sheet and the strategies related to risk and cost uncertainty associated with work that may be difficult to define.

### **11.7 Review Meetings with External Agencies**

11.7.1 The 90% plans and specifications will be reviewed by the DSOD, after which up to two review meetings with DSOD will be conducted by the District with Consultant's assistance.

11.7.2 The 90% plans and specifications may be reviewed by Reclamation, after which up to two review meetings with Reclamation will be conducted by the District with Consultant's assistance.

### **Task 11 - Deliverables**

1. 90% Plans, Specifications, and AACE Class 2 Construction Cost Estimate (Preliminary and Final)
2. 90% Design workshops conducted separately with District, DSOD, and Reclamation
3. 90% Design Comment Resolution Document (Preliminary and Final)
4. Updated Basis of Design Report, Design Criteria Technical Memorandums, and all supporting analyses and calculations, as identified in this Scope of Services (Draft and Final)
5. Updated Draft Bid Sheet and Supporting Technical Memorandum (Draft and Final)
6. 90% Construction Sequencing Plan and Specification (Draft and Final)
7. Agenda & Record for 90% Design Review Workshops
8. Right-of-way mapping and plats and descriptions (Draft and Final)

### **Task 11 - Assumptions**

1. Up to three (3) additional review meetings will be conducted.

### **Task 12 - Final Design Document Preparation**

The 100% Design Set will be a fully completed, signed, and sealed set of Plans, Specifications and Cost Estimate that is ready for construction bidding. The 90% design set will be revised, as necessary, to address any remaining permitting agency comments.

**12.1 100% Plans, Specifications, Cost Estimate and Engineering Documents.** Consultant will prepare and submit 100% Design and Contract Documents for District review, including:

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12.1.1 Plans and Specifications that address 90% review comments and design modifications or clarifications, as required.

12.1.2 100% Class 2 Engineer's Estimate as defined by AACE.

12.1.3 The Final Basis of Design Report with all revisions incorporated.

12.1.4 All Engineering Analysis and Calculations completed and checked as per the QA/QC Plan and assembled in accordance with the relevant design analyses sections in the Basis of Design Report.

12.1.5 100% Design Comments Resolution Form.

12.1.6 The 100% plans and specifications will be reviewed by the DSOD, after which one review meeting with DSOD will be conducted by the District with Consultant's assistance.

**12.2 Bid Set.** Prepare and submit Bid Set including:

12.2.1 Final plans and specifications (signed and stamped), Engineer's Estimate, Basis of Design Report, and Engineering Calculations, if necessary, which include revisions that address and resolve all outstanding issues.

**12.3 Design-to-Construction Phase Transition Report.** Consultant will prepare a Design-to-Construction Phase Transition Report.

### **Task 12 - Deliverables**

1. 100% Plans, Specifications, AACE Class 2 Cost Estimate and Engineering Documents
2. Engineering Analysis and Calculations
3. 100% Comment Resolution Document
4. Bid Set that includes Final signed and stamped Plans and Specifications, including Standard Provisions, Special Provisions, Technical Provisions, Appendices, Notice to Bidders, Geotechnical Data Report, Geotechnical Baseline Report, and other bid documents
5. Revised drawings and specifications as needed to resolve Agency Permitting and District Board comments
6. Design-to-Construction Phase Transition Report (Draft, Draft Final and Final)

### **Task 12 - Assumptions**

1. None.

### **Task 13 - Bid and Award Services**

Upon the District's request, Consultant will assist during the bidding process of the Project by:

**13.1 Bidder's Questions.** Responding to bidders' questions pertaining to the Bid Set within two business days of receipt of District's written request. Consultant will maintain a log of

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bidders' questions and responses, including whether any questions require preparing addenda to the Bid Set.

**13.2 Pre-Bid Conference.** Attending the pre-bid conference, including a site visit, and assisting with preparation of documents to be distributed at the conference.

**13.3 Addenda.** Preparing bid document addenda if clarifications or changes to documents in the Bid Set are needed, which includes:

13.3.1 Changes to drawings will be shown on 8.5 x 11 sheets to the extent possible.

13.3.2 Changes to drawings will be signed and stamped and will be provided within five business days of the written request from District.

13.3.3 During preparation of each addendum, Consultant will evaluate any construction schedule and cost impact of the addendum and submit to District for consideration prior to finalizing addendum.

**13.4 Conformed Contract Documents.** Preparing a Conformed Set of construction Contract Documents for use during construction.

### **Task 13 - Deliverables**

1. Written responses to bidders' questions and associated log
2. Attendance at pre-bid conference, including site visit, and preparation of minutes
3. Addenda to bid documents
4. Electronic versions of stamped and signed conformed set of construction Contract Documents
5. Stamped and wet-signed conformed set of contract documents (electronic and hard copy) for use during Project construction.

### **Task 13 - Assumptions**

1. District will be responsible for reproducing and distributing the bid documents and the addendum documents.
2. District will receive all bidders' questions, convey those questions related to Consultant's work to Consultant, and disseminate the responses to bidders.

### **Task 14 - Water Allocation Plan**

Consultant will develop a Water Allocation Plan that addresses water storage and water allocation in the expanded reservoir consistent with the Memorandum of Understanding for the Proposed Pacheco Reservoir Expansion Project between the District, San Benito County Water District, and Pacheco Pass Water District dated June 27, 2018, Attachment Four to Schedule PD, Reference Materials, reference document #4. Consultant, PMC, SBCWD, and PPWD will participate in five (5) workshops throughout the development of the Preliminary Draft Water Allocation Plan. A sixth workshop will be held after the draft reviews are completed for the participants to discuss finalization of the Water Allocation Plan.

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### **Task 14 - Deliverables**

1. Water Allocation Plan (Preliminary Draft, Draft and Final)
2. Workshop draft agenda and summary for each workshop

### **Task 14 - Assumptions**

1. PMC will facilitate the six (6) workshops.

### **Task 15 - Optional Services to Prepare Federal Feasibility Report and NEPA Documents**

Consultant's performance of Task 15 Optional Services to Prepare Federal Feasibility Report and NEPA Documents is subject to prior written authorization from the DPM. Authorization may be on a subtask basis.

#### **15.1 National Environmental Policy Act Compliance**

- 15.1.1 Consultant will prepare an Environmental Impact Statement (EIS) for Project implementation consistent with the National Environmental Policy Act (NEPA) of 1969, as amended, the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA (40 Code of Federal Regulations (CFR) Parts 1500-1508), Department of the Interior's regulations for implementing NEPA (43 CFR Part 46), and the Endangered Species Act. Elements of the NEPA compliance process include but are not limited to the evaluation of reasonable range of project alternatives, assessment impact of all applicable resource areas, and all applicable public noticing requirements.
- 15.1.2 Consultant will assist District and PMC in supporting Reclamation's preparation and processing of the Notice of Intent (NOI), the project scoping process, publication of the Notice of Availability for Draft EIS/Public Hearings, and Notice of Availability for Final EIS.
- 15.1.3 Consultant will assist District and Reclamation in conducting up to two NEPA scoping meetings and two public hearings on the Draft EIS, including development of mailing list, development of display/presentation materials, and participation by Consultant key staff in the meetings.
- 15.1.4 Consultant will prepare a scoping report based on comments received during the NEPA scoping period.
- 15.1.5 Consultant will prepare transcripts of the public hearings.
- 15.1.6 Consultant will prepare the Draft EIS. The Draft EIS will be circulated for public review and comment.
- 15.1.7 Consultant will prepare the Final EIS, including responses to comments, taking comments received during the public review period into consideration.
- 15.1.8 Consultant will assist District and PMC in supporting Reclamation's preparation and processing of the Record of Decision (ROD).

## SCHEDULE PD SCOPE OF SERVICES

**15.2 Federal Feasibility Report Study.** Consultant will prepare a Federal Feasibility Report consistent with the 1983 *Economic Principles and Guidelines for Water and Related Land Resources Implementation Studies* (P&G), the Water Infrastructure Improvements for the Nation (WIIN) Act, and Reclamation guidance.

- A. Consultant will conduct technical studies specific to the Federal feasibility study process, including: economic evaluations for Project benefits; evaluation and comparison of alternatives for the four P&G accounts (National Economic Development (NED), Environmental Quality (EQ), Regional Economic Development (RED), and Other Social Effects(OSE)); and evaluations to support Federal feasibility determination for the Recommended Plan including technical, environmental, economic and financial (i.e., cost allocation and ability to pay) feasibility.
- B. Designs and cost estimates presented in the Federal Feasibility Report for the Recommended Plan will be to a feasibility-level, as defined by Reclamation.
- C. Preliminary chapters of the Federal Feasibility Report will be based upon the District Feasibility Report with subsequent chapters focused on additional information/evaluations specific to Federal Feasibility Report requirements.
- D. Following public review and comment on the Draft Federal Feasibility Report, Consultant will prepare the Final Federal Feasibility Report.

**15.3 Federal Feasibility Study Coordination and Support.** Consultant will assist District and PMC coordination with Reclamation during the development of the Federal Feasibility Study.

15.3.1 Consultant will assist District and PMC in providing Reclamation with support activities related to the preparation of the Federal Feasibility Report and EIS, including technical support during the Design, Engineering, and Cost Estimating Review (DEC Review) process, support during the Reclamation Policy Review process, and Reclamation's review of the Coordination Act Reports developed by U.S. Fish and Wildlife Service and U.S. Army Corp of Engineers.

15.3.2 Consultant will prepare an administrative record outline for review and approval by District and PMC and use by Reclamation.

15.3.3 Consultant will also prepare an indexed administrative record for the Feasibility Study and NEPA consistent with Reclamation guidance.

### **Task 15 - Deliverables**

1. Notice of Intent, Notice of Availability of Draft EIS/Public Hearings, and Notice of Availability of Final EIS (Preliminary Draft, Draft and Final)
2. NEPA Scoping Materials (Preliminary Draft, Draft and Final)
3. NEPA Scoping Report (Preliminary Draft, Draft and Final)

## **SCHEDULE PD SCOPE OF SERVICES**

4. Draft EIS versions include: (1) Preliminary Draft, (2) Administrative Draft, (3) Reclamation Management Draft, (4) Reclamation Regional Director Draft, (5) Reclamation Policy Draft, (6) Reclamation Commissioner Draft, (7) Secretary of Interior Draft, (8) Public Draft EIS.
5. Final EIS versions include: (1) Preliminary Draft, (2) Administrative Draft, (3) Reclamation Management Draft, (4) Reclamation Regional Director Draft, (5) Reclamation Policy Draft, (6) Reclamation Commissioner Draft, (7) Secretary of Interior Draft, (8) Public Final EIS
6. Preliminary Draft, Draft and Final NEPA Hearing Materials (Preliminary Draft, Draft and Final)
7. Transcript by licensed/certified court reporter of each NEPA Public Hearing
8. Draft Feasibility Report versions include: (1) Preliminary Draft, (2) Administrative Draft, (3) Reclamation Management Draft, (4) Reclamation Regional Director Draft, (5) Reclamation Policy Draft, (6) Reclamation Commissioner Draft, (7) Secretary of Interior Draft, (8) Public Draft Feasibility Report
9. Final Feasibility Report versions include: (1) Preliminary Draft, (2) Administrative Draft, (3) Reclamation Management Draft, (4) Reclamation Regional Director Draft, (5) Reclamation Policy Draft, (6) Reclamation Commissioner Draft, (7) Secretary of Interior Draft, (8) Public Final Feasibility Report
10. Materials in support of Reclamation DEC Review and Policy Review processes, including presentation and documentation/response materials
11. Administrative Record Outline (Preliminary Draft, Draft and Final)
12. Administrative Record (Preliminary Draft, Draft and Final)

### **Task 15 - Assumptions**

1. Reclamation will be the lead NEPA agency. District is a Cooperating Agency.
2. NEPA and Federal Feasibility Report Project objectives and underlying Project purposes will be confirmed through the development and review of the Project Requirements TM and the Problem Definition Report (Task 2).
3. Up to three action alternatives will be evaluated in the Federal Feasibility Report and EIS, alternatives taken from Alternatives Formulation Report.
4. Cumulative impacts in EIS will be evaluated qualitatively.
5. One year schedule for EIS, from NOI to Final EIS, consistent with Secretarial Order 3355.
6. Federal Feasibility Report developed consistent with Reclamation Manual Directive and Standard CMP 09-02 for consideration through Section 4007 – Storage of the 2016 Water Infrastructure Improvements for the Nation (WIIN) Act.
7. Cost estimates for the Recommended Plan in the Federal Feasibility Report will be Reclamation feasibility-level, similar to an AACE Level 3 cost estimate. Only a most probable cost estimate is anticipated to be developed. No Monte Carlo analyses anticipated to be performed.
8. No additional operational analyses/numerical modeling required for development of Final EIS.
9. The Draft Federal Feasibility Report will be circulated for public review and comment concurrent with the Draft EIS.

### **Task 16 - Supplemental Services**

The District may require, and Consultant will perform, Supplemental Services on an as-needed basis. Prior to performing such Supplemental Services, Consultant must obtain written

## SCHEDULE PD SCOPE OF SERVICES

authorization in the form of a Task Order approved by the District's authorized representative. The form of this Task Order will be as per the Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 13, Task Orders, and Appendix Three, Task Order Template.

**16.1 Additional Services.** Consultant will provide additional quantities of previously identified services as requested by District. Consultant will provide additional services for any quantity of tasks and deliverables beyond those stated in Tasks 1 through 15 as Task 16 Supplemental Services, to include but not be limited to:

16.1.1 Additional meetings and workshops;

16.1.2 Additional time allotted for meetings;

16.1.3 Additional status/progress reports;

16.1.4 Additional telephone conference calls;

16.1.5 Additional versions, or copies of technical memorandums, plans, reports, drawings and specifications; and

16.1.6 Additional public outreach visual materials.

**16.2 Specific Supplemental Services.** Specific examples of possible Supplemental Services include:

16.2.1 Physical spillway modeling;

16.2.2 Hydraulic modeling and flood mapping along Pacheco Creek and other downstream areas;

16.2.3 Investigation of scour and erosion of channel downstream of spillway;

16.2.4 Planning and design of additional Project infrastructure, such as recreation facilities;

16.2.5 Additional geotechnical, geological, cultural, biological, environmental site hazardous materials assessments and/or other investigations;

16.2.6 Evaluation of additional operational baselines during planning efforts;

16.2.7 Development of new numerical modeling tools for system analyses;

16.2.8 Groundwater modeling along Pacheco Creek downstream of the proposed dam;

16.2.9 Coordination and technical support for WSIP funding, including funding agreements with DWR and CDFW;

**SCHEDULE PD  
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- 16.2.10 Planning, engineering, environmental/regulatory compliance, economic, financial and related analyses in support of local, State and Federal funding opportunities for the Project, including coordination, review, evaluations, and documentation;
- 16.2.11 Potential changes in the planning and design of dam and facilities resulting from unforeseen conditions; and
- 16.2.12 Any other tasks associated with the planning, design, environmental documentation, or permitting needed for the Pacheco Reservoir Expansion Project.

**8. Attachments**

The following listed Attachments are incorporated herein by this reference as though set forth in full:

Attachment One to Schedule PD - Fees and Payments  
Attachment Two to Schedule PD - Schedule of Completion  
Attachment Three to Schedule PD - Consultant's Key Staff and Subconsultants  
Attachment Four to Schedule PD - Reference Materials

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**ATTACHMENT ONE  
TO SCHEDULE PD  
FEES AND PAYMENTS**

**1. Total Authorized Funding**

Total payment for Services performed, as described in the Schedule(s) will not exceed a total amount of **\$104,723,000** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to Consultant exceed this fixed fee payment amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

**2. Cost Breakdown**

The NTE total compensation of this Agreement consists of the following task fee breakdown. No services will be performed or fees paid by the District to Consultant for Supplemental Services without prior written authorization by the District as stated in Schedule PD, Scope of Services.

**COST BREAKDOWN**

<b>Task</b>	<b>Description</b>	<b>Total Not-to-Exceed Fees</b>
1	Project Management	\$9,996,000
2	Data Review and Problem Definition	\$1,631,000
3	Alternatives Analysis	\$2,115,000
4	Staff-Recommended Alternative	\$3,801,000
5	Planning Study Report and State Feasibility Report	\$839,000
6	Environmental Documentation and Regulatory Compliance	\$15,417,000
7	Geotechnical Data Collection and Investigations	\$13,149,000
8	Basis of Design Report	\$5,259,000
9	30 Percent Design Document Preparation	\$7,288,000
10	60 Percent Design Document Preparation	\$8,685,000
11	90 Percent Design Document Preparation	\$5,585,000
12	Final Design Document Preparation	\$1,877,000
13	Bid and Award Services	\$515,000
14	Water Allocation Plan	\$689,000
15	Optional Services to Prepare Federal Feasibility Report and NEPA Documents	\$3,877,000
16	Supplemental Services	\$24,000,000
<b>Total Not-to-Exceed Fees</b>		<b>\$104,723,000</b>

**3. Terms and Conditions**

Payments for services performed, as defined in this attached Schedule, which applies to the specific Services, will be based on the following terms:

**ATTACHMENT ONE  
TO SCHEDULE PD  
FEES AND PAYMENTS**

- A.** The District will pay for Services provided by Consultant according to the schedule of rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
- B.** The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After 12 months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly rates may be negotiated by Consultant and the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly rates 90 calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous 12 months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 3%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Deputy Operating Officer.

**C. Reimbursable Expenses**

- 1) All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies. These other direct expenses as approved by the District Project Manager will be billed on a monthly basis at actual cost plus 5% linked to each Agreement Task, provided that the Task total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted. The 5% markup will be applied only once, either by Consultant or by its subconsultants, subcontractors, or vendors.
- 2) Equipment purchased on behalf of the District that costs \$50 or more must receive the prior written approval of the District Project Manager. All equipment purchased on behalf of the District and paid for by the District shall become the property of the District and be delivered to District prior to expiration of this Agreement.
- 3) Travel and overnight accommodations, including per diem, required for performance of this Agreement will be paid at reasonable cost not to exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval for such travel has been obtained from the District Project Manager. For air travel, District will pay the cost of a coach class or equivalent ticket. Where air travel is required, District will pay the total cost of taxi, rideshare, public transportation, or a rental car, which may include insurance, gas, car fee, and taxes, and will be paid for the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from the District Project Manager for a different type of vehicle.

- D.** Invoicing for travel, including airfare, overnight accommodations, and meals, and for equipment purchased on behalf of the District, including Conex boxes will be billed

**ATTACHMENT ONE  
TO SCHEDULE PD  
FEES AND PAYMENTS**

separately from monthly invoices for planning, design, and environmental documentation and permitting support services. These invoices will be in the same format described in the Standard Consultant Agreement, Section Four Fees and Payments, subsection 2. Consultant Monthly Invoices, and submitted at the same time. No retention will be withheld from payments for the items to be billed with this separate invoice.

- E. Expenses incurred by Consultant for Stantec Consulting Services and GEI Consultants will be reimbursed at actual cost plus 4%. Expenses incurred by Consultant for its other subconsultants, subcontractors and vendors, including lab services, drilling services, and Cornerstone Environmental Contractors, Inc. will be reimbursed at actual cost plus 5%. Consultant shall provide invoices for all such services regardless of cost.
- F. For staff with rates exceeding the rate of \$300/hour, Consultant must obtain written approval from the District Project Manager as to the numbers of hours per task prior to that individual working on the Project.
- G. Consultant may request, and District DOO may consider, release of retention for Consultant's small business subconsultants twelve months after all work assigned to the subconsultant has been completed and no additional services are anticipated from them.

**H. Prevailing Wage Requirements**

- 1) The Scope of Services described in Task 2 Data Review and Problem Definition, Task 6 Environmental Documentation and Regulatory Compliance, and Task 7 Geotechnical Data Collection and Investigations, contain some work considered by the District to be "Public Works" requiring the payment of prevailing wages and submission of certified payroll. See the Standard Consultant Agreement Section Four Fees and Payments, subsection 3. Prevailing Wages.
- 2) In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in the District's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

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**ATTACHMENT ONE  
TO SCHEDULE PD  
FEES AND PAYMENTS**

**HOURLY/UNIT RATE TABLE**

<b>CLASSIFICATION/STAFF</b>	<b>HOURLY/UNIT RATE</b>
<b>Consultant: AECOM</b>	
Principal	\$272
Project Manager	\$272
Senior Manager	\$231
Senior Project Engineer/Scientist	\$200
Project Engineer/Scientist	\$163
Senior Engineer/Scientist	\$137
Staff Engineer/Scientist	\$107
Senior GIS/CAD/Graphics	\$150
GIS/CAD/Graphics	\$118
Editor	\$131
Contract Administrator	\$125
Administrative Assistant/Typist	\$92
<b>Subconsultants:</b>	
<b>Ascent Environmental</b>	
Principal, Director	\$250
Senior Environmental Manager, Senior Planner/Scientist/Biologist	\$182
Environmental Manager, Project Planner/Scientist/Biologist	\$148
Staff Planner, Environmental Planner, Staff Scientist/Staff Biologist	\$132
Graphics/GIS	\$113
"Document Production/Word	\$114
Processor/Administrative Assistant"	\$87
<b>Cal Engineering and Geology*</b>	
Senior Principal Engineer/Geologist	\$247
Principal Engineer/Geologist	\$220
Associate Engineer/Geologist	\$179
Senior Engineer/Geologist	\$150
Project Engineer/Geologist	\$126
Staff Engineer/Geologist	\$108
Senior GIS/CADD Specialist	\$88
Project Assistant	\$79
Technician	\$171
Contract Administrator	\$122
Administration/Clerical	\$73
Moisture Content (ASTM D 2216)	\$22
Moisture & Density (ASTM D 4318)	\$30
Atterberg Limits (ASTM D 4318)	\$196

**ATTACHMENT ONE  
TO SCHEDULE PD  
FEES AND PAYMENTS**

<b>CLASSIFICATION/STAFF</b>	<b>HOURLY/UNIT RATE</b>
Compaction Curve, 4" mold (ASTM D 1557)	\$249
Compaction Curve, 6" mold (ASTM D 1557)	\$308
Wash over #200 Sieve (ASTM D 1140)	\$69
Sieve Analysis with #200 Wash (ASTM D 422)	\$143
Sieve & Hydrometer (ASTM D 422)	\$223
Unconfined Compression – Soil (ASTM D 2166)	\$80
Unconfined Compression – Rock (ASTM D 7012)	\$230
Direct Shear – Consolidated Drained (ASTM D3080)	\$230/point
Direct Shear – Consolidated Undrained (ASTM D3080m)	\$100/point
Unconsolidated Undrained Triaxial (ASTM D2850)	\$145
Unconsolidated Undrained Triaxial (ASTM D2850) with Back Pressure Saturation	\$255
Consolidated Undrained Triaxial (ASTM D4767m) w/o pp	\$250/point
Consolidated Undrained Triaxial (ASTM D4767m) w/o pp staged	\$490 for 2 or 3 stages
Consolidated Undrained Triaxial (ASTM D4767) w pp	\$500/point
Consolidated Undrained Triaxial (ASTM D4767m) w pp staged	\$1000 for 2 or 3 stages
Consolidated Drained Triaxial (ASTM D7181)	\$640/point
Consolidation (ASTM D2435)	\$400
Consolidation (ASTM D2435) Rebound – Reload per point	\$45
Naturally Occurring Asbestos (CARB 435 by TEM EPA Quantitative method, includes sample preparation)	\$500
Note: *Most lab tests will be performed by Cal Engineering and Geology but some tests will be performed by other outside labs.	
<b>Cornerstone Environmental Construction</b>	
Project Director	\$104.00/hour
Project Director: Overtime	\$145.60/hour
Project Director: Double Time	\$187.20/hour
Project Manager	\$100.00/hour
Project Manager: Overtime	\$140.00/hour
Project Manager: Double Time	\$180.00/hour
Foreman	\$97.81/hour
Foreman: Overtime	\$114.47/hour
Foreman: Double Time	\$140.56/hour
Equipment Operator (Group 3) / Grade Checker	\$96.61/hour
Equipment Operator (Group 3) / Grade Checker: Overtime	\$112.72/hour
Equipment Operator (Group 3) / Grade Checker: Double Time	\$138.23/hour
Equipment Operator (Group 4)	\$94.96/hour
Equipment Operator (Group 4): Overtime	\$110.30/hour

**ATTACHMENT ONE  
TO SCHEDULE PD  
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<b>CLASSIFICATION/STAFF</b>	<b>HOURLY/UNIT RATE</b>
Equipment Operator (Group 4): Double time	\$135.01/hour
Equipment Operator (Group 5)	\$93.43/hour
Equipment Operator (Group 5): Overtime	\$108.08/hour
Equipment Operator (Group 5): Double Time	\$132.05/hour
Equipment Operator (Group 6)	\$91.85/hour
Equipment Operator (Group 6): Overtime	\$105.72/hour
Equipment Operator (Group 6): Double Time	\$128.97/hour
Equipment Operator (Group 7)	\$90.49/hour
Equipment Operator (Group 7): Overtime	\$103.78/hour
Equipment Operator (Group 7): Double Time	\$126.31/hour
Laborer (Group 3)	\$72.86/hour
Laborer (Group 3): Overtime	\$79.59/hour
Laborer (Group 3): Double Time	\$96.81/hour
Water Truck Driver (Teamster Group 2)	\$79.70/hour
Water Truck Driver (Teamster Group 2): Overtime	\$89.15/hour
Water Truck Driver (Teamster Group 2): Double time	\$107.80/hour
Per Diem per person: only for overnight stays	\$149/day
Travel to Site per person	\$60/week
Pickup Truck	\$200/day
Cat 320 Excavator	\$645/day
Cat 336 Excavator	\$1,580/day
John Deere 135 Excavator	\$450/day
Cat 740 Articulated Dump Truck	\$1,335/day
Cat D6 Dozer	\$825/day
Cat D4 Dozer	\$365/day
Cat CP56, 84" Smooth Drum Compactor	\$860/day
John Deere 544 Loader	\$450/day
John Deere 644 Loader	\$590/day
Cat 14M Motor Grader	\$1,020/day
Water Truck - 2,000 gal.	\$360/day
Water Truck - 4,000 gal.	\$608/day
Gradall (5,000 lbs)	\$304/day
Case 580 Backhoe	\$365/day
Bobcat Skidsteer	\$310/day
Laser level	\$70/day
Supplies and Outside Services	Cost + 5%
Note: Overtime applies to work over 8 hours per day or over 40 hours per week. Double Time applies to work beyond 12 hours per day or 56 hours per week or work on Sunday.	
<b>dot.dat.inc</b>	
Data Processor	\$80

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<b>CLASSIFICATION/STAFF</b>	<b>HOURLY/UNIT RATE</b>
<b>Far Western Anthropological Research Group</b>	
Principal Investigator 200	\$160
Principal Investigator 400	\$142
Principal Investigator 600	\$106
Senior Archaeologist 200	\$92
Senior Archaeologist 400	\$81
Senior Archaeologist 600	\$67
Staff Archaeologist 200	\$61
Staff Archaeologist 400	\$53
Geoarchaeologist 200	\$142
Geoarchaeologist 100	\$92
GIS Supervisor 100	\$59
GIS Senior Analyst	\$77
GIS Assistant	\$58
Lab Director	\$107
Lab Assistant	\$104
Art Director	\$58
Production Supervisor	\$78
Production Assistant	\$47
<b>GEI Consultants</b>	
Senior Principal	\$300
High Senior Consultant Grade 8	\$273
Mid Senior Consultant Grade 7	\$228
Senior Professional Grade 6	\$188
High Project Professional Grade 5	\$147
Mid Project Professional Grade 4	\$130
Project Professional Grade 3	\$113
Staff Professional Grade 2	\$101
Staff Professional Grade 1	\$92
Senior CADD Drafter and Designer	\$130
CADD, Drafter, Designer, Senior Technician	\$119
Field Professional, Technician, Word Processor, Administrative Staff	\$92
Office Aide	\$76
<b>Horizon Water and Environment</b>	
Principal	\$220
Director	\$195
Senior Associate II	\$185
Senior Associate I	\$175
Associate II	\$165
Associate I	\$158

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FEES AND PAYMENTS**

<b>CLASSIFICATION/STAFF</b>	<b>HOURLY/UNIT RATE</b>
Analyst II	\$144
Analyst I	\$133
GIS Analyst/CAD Technician	\$111
Technical Editor	\$102
Administrative Assistant	\$87
<b>Johnson Marigot Consulting</b>	
Principal	\$185
Senior Regulatory Specialist	\$175
Associate Regulatory Specialist II	\$150
Associate Regulatory Specialist I	\$135
<b>Lettis Consultants International</b>	
Senior Principal II	\$292
Senior Principal I	\$238
Principal	\$192
Senior	\$154
Senior Project	\$132
Project	\$108
Senior Staff	\$89
Staff	\$71
Project Support	\$94
<b>Maine Technology Modeling Group</b>	
Project Manager	\$175
<b>Micko Consultants</b>	
Project Manager	\$110
<b>M. Lee Corporation</b>	
Chief Estimator/Scheduler	\$224
Senior MEP Estimator/Scheduler	\$213
Senior Estimator/Scheduler	\$187
Estimator/Scheduler	\$145
<b>Ruen Drilling</b>	
Mobilization to staging area	\$7,800
Operating rate per 2-Man Crew	\$285/hour
Operating rate per 2-Man Crew: Overtime	\$315/hour
Operating rate per 2-Man Crew: Double Time	\$340/hour
Extra drill helper/water truck driver	\$85/hour
Extra drill helper/water truck driver: Overtime	\$97/hour
Extra drill helper/water truck driver: Double Time	\$124/hour
Stand-by Time (2-man crew)	\$225/hour
HWT or HQ-3 drilling (in addition to operating rate)	\$18.50/foot
Packer Equipment (per system)	\$750/week

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<b>CLASSIFICATION/STAFF</b>	<b>HOURLY/UNIT RATE</b>
Water Truck	\$2,200/week
Forklift / Skid Steer	\$1,100/week
Supplies and outside services	Cost + 5%
Per Diem per person – only for overnight stays; includes Sundays when working 6 days per week	\$149/day
Note: Overtime applies to work over 8 hours per day or over 40 hours per week. Double Time applies to work beyond 12 hours per day or 56 hours per week or work on Sunday.	
<b>Stantec Consulting Services</b>	
Principal	\$300
Project Manager	\$261
Senior Manager	\$248
Senior Project Engineer/Scientist	\$228
Project Engineer/Scientist	\$190
Supervising Engineer/Scientist	\$170
Senior Engineer/Scientist	\$146
Junior Engineer/Scientist	\$108
Staff Engineer/Scientist	\$126
Senior GIS/CAD/Graphics	\$146
GIS/CAD/Graphics	\$108
Editor	\$141
Contract Administrator	\$103
Administrative Assistant/Typist	\$76
<b>Taber Drilling</b>	
Land Rig Mob/Demob	\$3,000/rig
Barge Rig Mob/Demob	\$12,800/rig
Exploration Drill (2-Man Crew + Typical Support Equipment)	\$385/hour
Premium Exploration Drill (Over 8 Hours Daily) <sup>1</sup>	\$435/hour
Drill Crew and Equipment Standby	275/hour
Additional Drill Helper (Any Drill)	\$100/hour
Premium Additional Drill Helper (Any Drill)	\$120/hour
CPT Testing, Grouted, 20-Ton (Includes Data Report)	\$20/linear foot (LF)
CPT Seismic, Grouted, 20-Ton (Includes Data Report)	\$23/LF
CPT On Site Move / Set-Up and Standby	\$395/hour
Travel, Exploration Crew	\$225/hour
Over-Water Exploration (Barge; 3-Man Crew + Support Equipment)	\$625/hour
PQ Triple Tube Diamond Bit Charge (Supplemental to Hourly Drill Rates)	\$15/LF
HQ, NQ, Nx, BQ Triple Tube Diamond Bit Charge (Supplemental Rate)	\$12/LF
Cuttings Disposal (By 55-Gallon DOT Drum; Non-Hazardous Only)	\$150/barrel

**ATTACHMENT ONE  
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<b>CLASSIFICATION/STAFF</b>	<b>HOURLY/UNIT RATE</b>
Cuttings Disposal (Cuttings in Tank or Bin; Non-Hazardous Only)	\$2.50/gallon
Polaris 6X6 All-Terrain Support Vehicle (Billed Only as Used)	\$125/day
Air Compressor (Billed Only as Used)	\$450/day
Down Hole Air Hammer and Air Tools (Billed Only as Used)	\$350/day
Per Diem Expense for Drill or CPT Crew Members (Minimum Rate) <sup>2</sup>	\$149/day
SPT Energy Analysis (Site Specific, Includes Report but Not Travel)	\$2,750/lump sum
Job Materials (Cement, Bentonite, Liners, Plastic Sheeting, etc)	Cost + 5%
Outside Support Services (Equipment Rental, Fencing, Traffic Control, etc.)	Cost + 5%
<sup>1</sup> Premium time applies on work over 8 hours per day or any weekend work.	
<sup>2</sup> Per Diem is only for overnight stays.	
<b>Telamon Engineering Consultants</b>	
Project Manager	\$234
Sr. Engineer	\$181
Engineer III	\$166
Engineer II	\$151
Engineer I	\$120
CADD Manager	\$151
CADD III	\$120
CADD II	\$105
CADD I	\$90
Survey Manager	\$211
Survey Party Chief	\$166
Survey Field Crew	\$126
Office Surveyor	\$126
Project Assistant	\$96
Utility Locator	\$135
<b>Westwater Research</b>	
Principal	\$210
Economist, Senior	\$175
Economist	\$119
Economist, Junior	\$80
GIS Analysts and Data Management	\$105
Accounting Manager	\$77

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**ATTACHMENT TWO  
TO SCHEDULE PD  
SCHEDULE OF COMPLETION**

1. This Agreement commences on the Effective Date, subject to accomplishment of all of the conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires on **November 30, 2025**, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.
3. District's Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

**PROJECT SCHEDULE**

<b>Task</b>	<b>Description</b>	<b>Duration From Notice to Proceed (months)</b>
1	Project Management	Term of Agreement
2	Data Review and Problem Definition	8
3	Alternatives Analysis	15
4	Staff-Recommended Alternative	20
5	Planning Study Report and State Feasibility Report	27
6	Environmental Documentation and Regulatory Compliance	64
7	Geotechnical Data Collection and Investigations	36
8	Basis of Design Report	50
9	30 Percent Design Document Preparation	25
10	60 Percent Design Document Preparation	40
11	90 Percent Design Document Preparation	52
12	Final Design Document Preparation	64
13	Bid and Award Services	70
14	Water Allocation Plan	18
15	Optional Services to Prepare Federal Feasibility Report and NEPA Documents	36
16	Supplemental Services	Term of Agreement

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**ATTACHMENT THREE  
TO SCHEDULE PD  
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

1. Consultant's key staff assigned to the Project are as follows:

<b>Team Member</b>	<b>Classification</b>	<b>Project Role</b>	<b>Contact Information (Address, Phone, and Email)</b>
Robert Green	Project Manager	Project Manager	AECOM Technical Services, Inc. 300 Lakeside Drive, Suite 400 Oakland, CA 94612 Phone: 510-874-3036 Email: <a href="mailto:Robert.K.Green@aecom.com">Robert.K.Green@aecom.com</a>
Sujan Punyamurthula	Senior Vice President	Principal-in-Charge	AECOM Technical Services, Inc. 2020 L Street, Suite 400 Sacramento, CA 95811 Phone: 916-679-2082 Email: <a href="mailto:sujan.punyamurthula@aecom.com">sujan.punyamurthula@aecom.com</a>
Theodore Feldsher	Associate Vice Principal	Principal	AECOM Technical Services, Inc. 300 Lakeside Drive, Suite 400 Oakland, CA 94612 Phone: 510-874-3245 Email: <a href="mailto:Theodore.Feldsher@aecom.com">Theodore.Feldsher@aecom.com</a>
Rajendram Arulnathan	Senior Project Engineer/Scientist	Engineering and Design Manager	AECOM Technical Services, Inc. 300 Lakeside Drive, Suite 400 Oakland, CA 94612 Phone: 510-874-1763 Email: <a href="mailto:Rajendram.Arulnathan@aecom.com">Rajendram.Arulnathan@aecom.com</a>

2. The following subconsultants are authorized to perform Services on the Project:

<b>Firm</b>	<b>Project Role</b>	<b>Contact Information</b>
Stantec Consulting Services, Inc	Environmental & Planning	Mary Paasch 3301C Street, Suite 300 Sacramento, CA 95816 Sacramento, CA Phone: 916-418-8414 Email: <a href="mailto:Mary.Paasch@stantec.com">Mary.Paasch@stantec.com</a>
GEI Consultants, Inc.	Dam Evaluation & Design/ DSOD Coordination	David Gutierrez 2868 Prospect Park Drive, Suite 400 Rancho Cordova, CA 95670 Phone: 916-596-1799 Email: <a href="mailto:dgutierrez@geiconsultants.com">dgutierrez@geiconsultants.com</a>

**ATTACHMENT THREE  
TO SCHEDULE PD  
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

<b>Firm</b>	<b>Project Role</b>	<b>Contact Information</b>
Ascent Environmental, Inc.	Air Quality/GHG	Dimitri Antoniou 455 Capitol Mall, Suite 300 Sacramento, CA 95814 Phone: 916-930-3195 Email: <a href="mailto:Dimitri.Antoniou@ascentenvironmental.com">Dimitri.Antoniou@ascentenvironmental.com</a>
Cal Engineering & Geology, Inc.	Geotechnical/Geology Support, Lab Testing	Reid Fisher 6455 Almaden Expressway, Suite 100 San Jose, CA 95120 Phone: 408-440-4542 Email: <a href="mailto:rfisher@caleng.com">rfisher@caleng.com</a>
Cornerstone Environmental Contractors, Inc.	Trenches, Test Pits, Access Roads	Randy Fowler PO Box 5127 Concord, CA 94524 Phone: 925.324.0560 Email: <a href="mailto:rfowler@cornerstoneenv.com">rfowler@cornerstoneenv.com</a>
dot.dat.inc	Boring Logs/gINT	Dot Nelson 4 Sweetwater Irvine, CA 92603 Phone: 949-854-3522 Email: <a href="mailto:dotdat@cox.net">dotdat@cox.net</a>
Far Western Anthropological Research Group, Inc.	Environmental Investigation & Studies – Cultural	Brian Byrd 2727 Del Rio Place, Suite A Davis, CA 95618 Phone: 530.756.3941 ext. 122 Email: <a href="mailto:brian@farwestern.com">brian@farwestern.com</a>
Horizon Water and Environmental, LLC	Environmental	Ken Schwarz 266 Grand Avenue, Suite 210 Oakland CA 94610 Phone: 510-986-1851 Email: <a href="mailto:ken@horizonh2o.com">ken@horizonh2o.com</a>
Johnson Marigot Consulting, LLC	Permitting, Clean Water Act	Cameron Johnson 88 North Hill Drive, Suite C Brisbane, CA 94005 Phone: 415-602-2970 Email: <a href="mailto:cameron.johnson@johnson-marigot.com">cameron.johnson@johnson-marigot.com</a>
Lettis Consultants International, Inc.	Geology & Seismicity	John Baldwin 1981 N. Broadway, Suite 330 Walnut Creek, CA 94596 Phone: 925-482-0360 Email: <a href="mailto:baldwin@lettisci.com">baldwin@lettisci.com</a>

**ATTACHMENT THREE  
TO SCHEDULE PD  
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

<b>Firm</b>	<b>Project Role</b>	<b>Contact Information</b>
M. Lee Corporation	Cost Estimating	Franklin Lee 601 Montgomery Street, Suite 2040 San Francisco, CA 94111 Phone: 415-693-0236 Email: <a href="mailto:flee@mleecorp.com">flee@mleecorp.com</a>
Maine Technology Modeling Group	Operations & System Modeling	Kent Haake 39 Avenue B Acton ME 04001 Phone: 413-695-1533 Email: <a href="mailto:khaake2011@gmail.com">khaake2011@gmail.com</a>
Micko Consultants	Pacheco Creek Model	Jeffrey Micko 1132 Carnforth Court San Jose, CA 95120 Phone: 408-896-1803 Email: <a href="mailto:jmicko@sbcglobal.net">jmicko@sbcglobal.net</a>
Ruen Drilling	Rock Drilling, Helicopter Access	Jerry Marasovich P.O. Box 267 2320 River Road Clark Fork, ID. U.S.A 83811 Phone: 209-988-4261 Email: <a href="mailto:Jerry.marasovich@ruendrilling.com">Jerry.marasovich@ruendrilling.com</a>
Taber Drilling	Drilling	Brian Young 536 Galveston Street West Sacramento, CA 95691 Phone: 916.371.8234 Email: <a href="mailto:BYoung@taberdrilling.com">BYoung@taberdrilling.com</a>
Telamon Engineering Consultants, Inc.	Civil Engineering/Surveying/Utilities	Mennor Chan 855 Folsom Street, Suite 142 San Francisco, CA 94107 Phone: 415-837-1336 Email: <a href="mailto:Mennor.C@telamoninc.com">Mennor.C@telamoninc.com</a>
Westwater Research, LLC	Planning & State Feasibility Report	Harry Seely 20522 NE 116th Circle Brush Prairie, WA 98606 Phone: 360-695-5233 Email: <a href="mailto:seely@waterexchange.com">seely@waterexchange.com</a>

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**ATTACHMENT FOUR  
TO SCHEDULE PD  
REFERENCE MATERIALS**

<b>Ref No.</b>	<b>Description</b>
1	Santa Clara Valley Water District Non-Disclosure Agreement (NDA) and Personal Non-Disclosure Agreement (PNDA)
2	Santa Clara Valley Water District (District) Standards for GIS Products July 2017 version
3	District Procedures & Work Instructions
4	Memorandum of Understanding for the Proposed Pacheco Reservoir Expansion Project between the District, San Benito County Water District, and Pacheco Pass Water District dated June 27, 2018
5	Pacheco Reservoir Expansion Project Initial Study and Notice of Preparation dated August 2017
6	GIS Product Standards July 2017 version

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